

REPORT
OF THE
CONSTRUCTION STORM WATER COMPLIANCE EVALUATION INSPECTION

AT
COUNTRY CLUB ESTATES, LIMITED LIABILITY COMPANY
MARION, IOWA
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
PERMIT NUMBERS: 5306 – 5141 and 24974 – 24715

DECEMBER 9–10, 2015

BY
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region VII
Environmental Sciences and Technology Division

INTRODUCTION

At the request of the Water, Wetlands, and Pesticides Division—Water Enforcement Branch (WENF)—I performed a National Pollutant Discharge Elimination System (NPDES) construction storm water compliance evaluation inspection (CEI) at Country Club Estates, Limited Liability Company (also referred to in this report as “CCE” or “facility”) in Marion, Iowa, on December 9–10, 2015. The storm water CEI was conducted under the authority of Section 308(a) of the Clean Water Act, as amended. This narrative report and attachments present the inspection findings. The attached compact disc (CD) (Attachment 1) includes a zipped keyhole markup language (KML) file and copy of the photographs that were collected as part of the inspection process. The KML file can be loaded into a compatible electronic interactive mapping system to identify and obtain the general location and a description of each photograph (photo) referenced in the report narrative. All other documentation not included as an attachment to this report has been submitted to the EPA files.

PARTICIPANTS

Country Club Estates:
Todd Frazier, Owner

Schnoor-Bonifazi Engineering and Surveying:
Tred Schnoor, Professional Engineer
Jed Schnoor, Professional Engineer

United States Environmental Protection Agency (EPA):
David Pratt, Life Scientist

FACILITY DESCRIPTION

The following facility description, unless noted otherwise, was provided by the site representative during the inspection.

The CCE construction project is located at Tower Terrace Road and Irish Drive in Marion, Iowa. CCE is authorized by the Iowa Department of Natural Resources (IDNR) to perform land disturbance activities to construct sidewalks, city streets, and residential homes on and along approximately 130 residential lots. CCE is responsible for implementation of the NPDES permit conditions (Attachment 2). There are two NPDES permits that cover storm water runoff from the construction site. One of the permits covers construction of Irish Drive and the sidewalks along the drive. The other covers storm water runoff from the remainder of the project.

There are three separate storm water pollution prevention plans (SWPPP) in place for the site. One SWPPP addresses storm water runoff from the construction of Irish Drive, one addresses runoff from the construction of the ninth and 10th additions, and the other addresses runoff from the 11th addition. Land disturbance activities commenced during May 2014 with installation of Irish Drive and construction on the ninth addition. Construction on the 10th and 11th additions started around May 2015. Construction of Irish Drive has been completed and is near or at final stabilization. Construction of the ninth and 10th additions is expected to be completed by October 2016. Construction of the 11th addition is expected to be completed by October 2017. Land grading for the future 12th and 13th additions has commenced, but there is no building or street construction occurring. A SWPPP has not been developed for the proposed 12th and 13th additions (discussed later). The entire project occupies approximately 54 acres of land with approximately 32 of those acres utilized as part of the land disturbance activities.

The storm water best management practices (BMPs) used to reduce soil erosion and control sediment migration consist primarily of detention and retention basins, fabric fence, mulch socks, vegetative sod, and concrete. The construction project east of Irish Drive either drains east into a storm water detention basin (photos 4 and 5), into the Irish Drive storm sewer system (photos 18–20, 22, 24, and 25) that discharges to a series of storm water retention ponds located south of the property (photos 65 and 68), or drains south through an open conveyance channel (photos 11 and 12) to one of the storm water retention ponds located south of the property. The project west of Irish Drive either drains into the Irish Drive storm sewer system (photos 61 and 63) that discharges into the storm water retention ponds located south of the property, drains into the storm sewer system that conveys storm water runoff to one of two retention ponds located on the west side of the property (photos 52–54, 56, and 74), or to a series of detention basins located north of the property.

The second of the series of storm water retention ponds located south of the property discharges into an open channel ditch (photo 69). The ditch appears to travel east along the back side of residential homes approximately 734 stream yards to the 10th Street roadway ditch (photos 70 and 71). A storm water culvert transfers runoff to the east side of 10th Street where an open channel conveyance proceeds east (photos 71 and 72) approximately 717 stream yards to Indian Creek. Indian Creek is classified as a perennial stream per United States Geological Survey (USGS) topographic maps. The storm water detention basin located on the property's east side discharges through a street culvert at Shady Oaks Drive (photo 6). The drainage pathway proceeds eastward through an open channel conveyance (photo 10) approximately 228 stream yards to the west side of Bruce Road roadway ditch. The ditch travels south approximately 345 stream yards along Bruce Road and crosses underneath Eastview Avenue to the avenue's south roadway ditch. The drainage pathway then travels east along Eastview Avenue approximately 50 stream yards and turns south (photo 73). The pathway proceeds south approximately

96 stream yards between two residential homes to the same open channel conveyance that receives runoff from the two retention ponds located south of the property.

The set of detention basins north of the site and the small retention pond (photo 74) located at the northwest corner of the subdivision all drain to an Alburnett Road culvert (photo 75). The open channel conveyance travels west from Alburnett Road approximately 109 stream yards to an unnamed intermittent tributary. The unnamed intermittent tributary travels south (photos 76 and 77) approximately 1,594 stream yards to a regional storm water detention basin (photo 78). The intermittent tributary proceeds south from the regional storm water detention basin through a storm water culvert (photo 79) to the south side of Robins Road. The tributary continues south approximately 514 stream yards where it intersects with an unnamed perennial stream (based on USGS topographic maps). The unnamed perennial stream continues south approximately 1,037 stream yards, crossing through a Boyson Road culvert (photos 80 and 81) to Dry Creek. Dry Creek is classified as a perennial stream per USGS topographic maps. The large storm water retention pond (photos 52–54 and 56) located on the west side of the subdivision discharges into the Alburnett Road roadway ditch (photo 55). The drainage pathway travels northwest along the north side of Alburnett Road approximately 152 stream yards. Based on aerial photography, the pathway then appears to travel under Alburnett Road through a storm water culvert and continues southwest along a farm road ditch approximately 236 stream yards to the same unnamed intermittent tributary that receives runoff from the two detention basins and small retention pond located north and northwest of the subdivision.

INSPECTION PROCEDURES

Storm water reconnaissance was performed at multiple construction sites in the Marion area the day prior to this inspection. Based on the storm water reconnaissance findings and at the request of WENF, I conducted a storm water CEI at CCE. Mr. Frazier was contacted via telephone the morning of December 9, 2015. I introduced myself to Mr. Frazier and explained the purpose and procedures of the inspection. This included a site walk-through to assess drainage patterns, outfall locations, and storm water BMPs; a review of the facility's NPDES permits; and a check of the self-monitoring records and written storm water control plans. Mr. Frazier indicated he would not be available until later that afternoon and, therefore, sent me to his contract engineer's office to obtain a copy of the site's storm water control plans. I proceeded to Schnoor-Bonifazi Engineering and Surveying in Cedar Rapids, Iowa, to obtain the necessary paperwork to begin the walk-through portion of the inspection. I then proceeded back to the site to begin the walk-through inspection. Mr. Frazier arrived at the site during the afternoon, I presented my EPA credentials, and continued performing the walk-through inspection with Mr. Frazier.

The procedure I used to inspect the facility was in accordance with approved EPA Region VII standard operating procedures. The attached NPDES Industrial Storm Water Worksheet (Construction) (Attachment 3) provides additional information about the inspection. A Receipt for Documents and Samples form (Attachment 4) provides a list of documentation collected as part of the inspection process. An EPA Confidentiality Notice form (Attachment 5) was signed by the facility claiming no confidentiality. As part of an exit briefing with facility personnel, a notice of potential NPDES permit violations (NOPV) was issued (Attachment 6). Written responses to the NOPV were received from the facility via electronic mail on December 20, 2015, and January 13, 2016 (Attachment 7).

FINDINGS and OBSERVATIONS

The following observations, unless noted otherwise, were discussed with the facility representative during the inspection.

1. NOPV number one was issued because the facility was not properly maintaining or installing BMPs to control soil erosion and sediment losses from the site. The NPDES permits require the facility to properly install, operate, and maintain the BMPs in accordance with their permit and SWPPP to reduce pollutants in storm water discharges associated with construction activities. The facility SWPPPs require the BMPs to remain in place until the site receives final stabilization. I evaluated the operation and maintenance (O&M) of the BMPs that were installed and reviewed areas where BMPs appeared to be lacking. I also inspected discharge points at each outfall location for off-site sedimentation. The following information documents some of the BMPs and site conditions that were observed during the inspection:
 - a. Construction of Irish Drive has been completed and the area permitted for land disturbance activities was either covered with concrete or has been seeded (photos 23, 26, 27, 64, 66, and 67). The facility records indicate Irish Drive was seeded during September 2015 and received final stabilization on November 30, 2015. Prior to receiving final stabilization, the site plans required an estimated length of 5,212 feet of silt fence to be installed along each side of Irish Drive. The facility's self-inspection records do not identify an installation or removal date for perimeter silt fence along the street. It is not clear if silt fence was ever installed per the site plan requirements. In addition, there were some exposed curb inlets along Irish Drive (estimated to be 18 curb inlets installed along Irish Drive) (photos 22, 26, 27, and 67). One of the inlets had a trail of sediment traveling to the inlet (photo 26) with vegetation growing on the sediment trail. The facility submitted a notice of discontinuation to the IDNR on December 14, 2015, to terminate the NPDES permit for Irish Drive. The facility records indicate permit coverage was only provided through April 1, 2015.
 - b. There was estimated to be 12 curb inlets without inlet controls in place (photos 18, 19, 30, 31, 35, 40–42, 46, 47, and 60). Mr. Frazier indicated the City of Marion (also referred to as the "City" in this report) required all inlet controls to be removed prior to winter to avoid damage to the controls by city equipment. The controls were removed during the first week of December 2015. The site plans do not require any other type of protection such as curb perimeter controls to be installed in lieu of the curb inlet controls. I estimated the facility would need nearly 7,284 feet of curb perimeter protection along the street curbs to minimize sediment deposition into the curb inlets (photos 13, 17–19, 28, 30, 31, 34, 35, 40–42, 44–49, 57, 58, and 60).
 - c. Sediment deposition was observed on many of the streets throughout the site (photos 35, 40, 42, 44–48, 57, 58, and 60). The facility SWPPPs require the streets to be cleaned daily to reduce migration of sediment into the storm sewer. Mr. Frazier indicated street cleaning was only done as needed using a street sweeper. A construction storm water inspection performed by the City on November 19, 2015 (Attachment 8), required the facility to perform street cleaning and minimize sediment deposition onto the streets. It appears street cleaning activities were not accomplished subsequent to the City inspection.
 - d. The storm water retention pond located west of the site receives a large area of surface drainage west of Irish Drive. Mr. Frazier indicated the storm sewer system leading to the retention pond was turned over to the City and is being operated as part of the municipal separate storm sewer system (MS4). He also indicated the City was allowing him to use the retention pond to capture runoff from the active construction site, but was requiring him to maintain the retention pond until final stabilization was achieved.
 - e. A series of sediment controls were installed within a drainage swale near the north site perimeter (photos 36–38). At least two sets of controls were overloaded with sediment. The swale drains into an area intake (photo 38) that discharges to a series of detention basins located north of the site (photo 39). Fabric silt fence was installed in front of the area intake openings.

There is also a small strip of disturbed land along the site's north perimeter just west of Irish Drive that drains off-site to the north (photo 29). Perimeter controls were not observed along this area; however, the site plans do not require controls to be installed.

- f. The site plans require silt fence to be installed along a majority of the western property boundary. I observed silt fence installed primarily within the drainage swales along the western property line (photos 33, 43, and 57–59). The amount of silt fence missing along the western perimeter could not be accurately determined, but is estimated to be around 846 feet. It appears that some of the western boundary has received final vegetative cover, but the site plans were not updated to reflect the change in BMP design.
- g. Most of the area intakes had controls installed around the intake or in front of the intake openings (photos 1, 3, 24, 25, 38, and 50). The ground level at two intakes (photos 1 and 3) was below the intake openings which created a type of sediment control barrier. One intake was observed to be covered with sediment deposition (photo 25). Mulch sock surrounding another intake had become undermined (photo 24).
- h. There were many soil stockpiles located throughout the site (photos 57–60 and 62). The facility's SWPPP requires all stockpiles to be surrounded with a silt fence barrier. I did not observe silt fence surrounding any of the stockpiles.
- i. The disturbed area along the site's south perimeter west of Irish Drive drains into farmland and the Irish Drive roadway ditch (photos 60 and 61). Perimeter controls were not observed along the southern perimeter; however, the facility's site plans do not require controls to be installed. An estimated length of 1,161 feet of structural controls are potentially needed along the southern perimeter.
- j. The south site perimeter east of Irish Drive is required to have silt fence in place between Irish Drive and Eastview Avenue. A short length of fabric silt fence was installed at Irish Drive, but was overloaded with sediment (photos 20 and 21). An estimated length of 502 feet of silt fence was missing along the southern perimeter (photo 14). The southern perimeter on the east side of Eastview Drive is not required to have perimeter controls installed per the site plans. A portion of this area appears to drain to the south (photos 8 and 12) through a separate construction project. Storm water controls were observed off-site through the vegetated drainage swale (photo 11).
- k. The facility site plans require a row of silt fence to be installed along the down slope side of Eastview Avenue between the avenue and storm water detention basin (photo 7). This row of silt fence (estimated length of 440 feet) was not in place during the inspection. There was, however, a row of fabric silt fence installed along the site's eastern boundary (photo 9). A majority of this silt fence was not upright and is not reflected on the site plans.
- l. The facility has many concrete washout structures located throughout the site (photos 15, 32, 44, 47, and 60). Some of the structures were fully loaded and leaking concrete residuals on the surrounding ground. At least one of the structures had a trail of residual concrete traveling along the street curb into a curb inlet (photo 47). The SWPPPs require concrete structures to be replaced once they have reached 75 percent of their capacity.
- m. A large number of open top construction waste dumpsters were located near the city streets (photos 35, 42, 45, 46, and 49). One dumpster was installed near a curb inlet and I observed construction debris entering the inlet (photo 35). There was also what appeared to be spilled paint along the street curb in front of another dumpster (photo 45). The facility SWPPPs require these materials to be properly managed and disposed.
- n. The SWPPPs require a sign or notice to be posted on-site that identifies the location of the SWPPP and site contact information. A sign or notice was not located on the site during the inspection.

- o. Based on engineering calculations provided by the facility's engineering firm (Attachment 9), 23 acres of the site drains off-site into the two storm water detention basins located north of the property. Mr. Schnoor indicated the detention basins were jointly installed by the City and previous site developer for storm water runoff from the construction site and Lowe Park.

The facility's written response to the NOPV indicates additional storm water controls and management practices have been implemented to address some of the items identified as deficient during the inspection. The response does not appear to address all areas of concern, but does include photographic documentation on additional measures that have been implemented since the inspection.

2. NOPV number two was issued because the facility was not performing thorough self-inspections on the storm water BMPs. The NPDES permits require qualified personnel to perform self-inspections on O&M of the storm water BMPs at least once every seven calendar days. The permits also require any problems to be noted in a report and corrected within seven calendar days of the inspection. The facility provided a copy of the self-inspection reports from March 2014 to December 2015; however, the reports are not certified. The June 7 and 16, 2014 (nine days apart), July 25 and August 4, 2014 (10 days apart), October 21 and November 3, 2014 (13 days apart), November 3 and 11, 2014 (eight days apart), March 10 and 18, 2015 (eight days apart), April 25 and May 4, 2015 (nine days apart), May 10 and 18, 2015 (eight days apart), and May 29 and June 7, 2015 (nine days apart), self-inspections were more than seven days apart from each other.

During the inspection I went over the information documented in the most recent self-inspection report. There were no documented rainfall events between the facility's last self-inspection and my inspection of the facility. The information documented in the facility's most recent self-inspection report does not address all items I have listed as being potentially BMP deficient. Mr. Frazier indicated he does not check all storm water controls during the weekly self-inspections. Also, the inspection form has been designed to cover storm water runoff from three separate sites. The forms do not always clearly identify which site is in need of corrective actions.

In addition, the facility only broadly identified issues with storm water controls on the self-inspection reports. In many cases the reports do not provide enough detailed information to describe the location of controls that need to be maintained or updated. The facility site maps identify areas that have been seeded, but the self-inspection reports do not clearly identify the areas that have been dormant for extended periods. Based on the self-inspection records, it appears corrective actions were accomplished prior to the next scheduled self-inspection. However, the facility was not using the SWPPP corrective action log to document corrective actions. The facility's written response to the NOPV indicates the self-inspection reports have been revised to include a certification statement and corrective action log.


3. NOPV number three was issued because the facility SWPPPs do not identify and address a large disturbed area north of the 11th addition (photos 1–3, 16, and 22). The NPDES permit requires the SWPPP to address storm water control measures for all areas of the site. Mr. Frazier indicated the area north of the 11th addition was disturbed approximately 30 days prior to my inspection. This area of the site was not included in any of the three SWPPPs, nor was a separate SWPPP developed for the area. It also appears the site has been inactive for more 21 calendar days without implementation of appropriate stabilization measures. The facility provided an updated site plan with the written response to the NOPV that identifies storm water BMPs for the area north of the 11th addition. The facility's written response also indicates the area will be covered under the 11th addition SWPPP

narrative. The updated site plan appears to require the installation of erosion control matting (estimated length of 510 feet by 15 feet wide) along the southern perimeter (photos 2 and 3) and silt fence ditch checks (estimated at 180 feet combined) installed just prior to some inlet structures (photos 1 and 3). Photographic documentation was provided to document installation of these controls. The area intakes adjacent to Irish Drive already had sediment control barriers in place (photos 24 and 25).

4. The NPDES permits and SWPPPs require each contractor that is identified in the SWPPP to sign a contractor certification statement. The contractor certification statement identifies the contractor as a co-permittee of the site. The facility SWPPPs identify Rathje Construction as a contractor required to sign the certification form. The only contractor certification form on file was for CCE. The facility provided signed contractor certification forms (signed by Rathje Construction subsequent to my inspection) for each SWPPP with the written response to the NOPV.
5. The NPDES permits authorize transfer of permit coverage for property ownership changes. The permits require both the previous and new owners to notify the IDNR of the ownership change. The permits also require both the previous and new owners to be responsible for compliance with the NPDES permit conditions unless the new owner agrees to maintain sole responsibility for compliance with the permit. Mr. Frazier indicated there were many lots sold to other entities that were no longer under his control. He believed the property transfer relieved him of the responsibility to maintain storm water controls on those lots. However, the IDNR was not contacted on the ownership change, nor were written statements obtained from the new owners agreeing to maintain responsibility of the NPDES permit provisions. The facility's written response to the NOPV includes a spreadsheet that identifies 11 separate lot ownership changes along with the closing dates for each lot. The response also includes assignment and assumption agreements indicating each owner has retained sole responsibility of the NPDES permit provisions subsequent to my inspection.

RECOMMENDATIONS

1. CCE must ensure storm water BMPs are properly selected, installed, and maintained. The SWPPPs and associated site maps must be updated to reflect any changes in BMP design and installation.
2. CCE must ensure self-inspections on storm water controls are performed at least once every seven calendar days. All storm water BMPs must be inspected for deficiencies and inadequacies. Any issues noted during the self-inspections must be corrected and documented within seven days of the observation or inspection.



David Pratt
Life Scientist
Date: February 9, 2016

ATTACHMENTS

1. CD (1 total)
2. NPDES Permit (18 pages)
3. NPDES Industrial Storm Water Worksheet (Construction) (11 pages)
4. EPA Receipt for Documents and Samples (1 page)
5. EPA Confidentiality Notice (1 page)
6. NOPV (1 page)
7. Written Response to NOPV (50 pages)
8. Municipal Inspection (4 pages)
9. Detention Basin Design Calculations (11 pages)

IOWA DEPARTMENT OF NATURAL RESOURCES

**NATIONAL POLLUTANT DISCHARGE ELIMINATION
SYSTEM (NPDES)**

GENERAL PERMIT NO. 2

**EFFECTIVE DATES
OCTOBER 1, 2012 THROUGH OCTOBER 1, 2017**

FOR

**STORM WATER DISCHARGE ASSOCIATED WITH
CONSTRUCTION ACTIVITIES**

NPDES GENERAL PERMIT NO. 2
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PART I. COVERAGE UNDER THIS PERMIT

- A. **PERMIT AREA** This permit covers all areas of the State of Iowa.

B. **ELIGIBILITY**

1. A. Except for discharges identified under Parts I.B.2. and I.B.3., this permit may authorize the discharge of storm water associated with industrial activity from construction sites, (those sites or common plans of development or sale that will result in the disturbance of one or more acres total land area), (hereafter referred to as storm water discharge associated with industrial activity for construction activities) occurring after the effective date of this permit (including discharges occurring after the effective date of this permit where the construction activity was initiated before the effective date of this permit), including storm water discharge associated with industrial activity from areas that are dedicated to producing earthen materials, such as soils, sand and gravel, for use at a single construction site.

B. This permit may authorize storm water discharge from a construction site that is mixed with storm water discharge associated with industrial activity from sources other than construction activities provided that the storm water discharge from the industrial (non-construction) source is in compliance with the terms of a NPDES general permit, other than this general permit, or individual permit authorizing such discharge. In addition, the storm water other than from construction, shall be in compliance with Part IV.D.6. of this permit.

2. **LIMITATIONS ON COVERAGE** The following storm water discharges associated with industrial activity for construction activities are **not** authorized by this permit:

A. storm water discharges that are mixed with sources of non-storm water other than discharges identified in Part III.A.2. of this permit;

B. storm water discharges associated with industrial activity for construction activities which are covered by an existing individual NPDES permit or which are issued a permit in accordance with Part I.C. of this permit.

Storm water discharges authorized by an existing individual NPDES permit will be eligible to apply for coverage under this general permit as the existing individual permit expires; and

C. storm water discharges associated with industrial activity for construction activities that the Iowa Department of Natural Resources has determined to be or may reasonably be expected to be contributing to a violation of a water quality standard.

D. new or expanded "storm water discharge associated with industrial activity" that discharges to Outstanding Iowa Waters or to Outstanding National Resource Waters.

3. **EXCLUSIONS** The following "storm water discharges associated with industrial activity" from construction activities do not require a NPDES permit:

discharges from agricultural and silvicultural activities including storm water runoff from orchards, cultivated crops, pastures, range lands, and forest lands, but not discharges from concentrated animal feeding operations as defined in 40 CFR 122.23, concentrated aquatic production facilities as defined in 40 CFR 122.24, discharges to aquaculture projects as defined in 40 CFR 122.25, and discharges from silvicultural point sources as defined in 40 CFR 122.27.

C. **REQUIRING AN INDIVIDUAL PERMIT**

1. The Department may require any person authorized by this permit to apply for and obtain an individual NPDES permit. The Department may require any owner or operator authorized to discharge under this permit to apply for an individual NPDES permit only if the owner or operator has been notified in writing that a permit application is required. This notice shall include a brief

statement of the reasons for this decision, an application form, a statement setting a deadline for the owner or operator to file the application, and a statement that on the effective date of the individual NPDES permit, coverage under this general permit shall automatically terminate. If an owner or operator fails to submit an individual NPDES permit application required by the Department under this paragraph, coverage of this general permit automatically is terminated at the end of the day specified for submittal of the individual NPDES application.

2. Any person authorized to discharge under this permit may apply for an individual NPDES permit. In such cases, the discharger shall submit the following in accordance with the requirements of subrule (567)--64.3(4) in the Iowa Administrative Code:

A. an individual application, using DNR Form 1 and EPA Form 2F, and,

B. all applicable fees identified in rule (567)--64.16 in the Iowa Administrative Code.

3. When an individual NPDES permit is issued to a discharger covered under this general permit, the applicability of this general permit to the individual NPDES permittee is automatically terminated on the effective date of the individual NPDES permit.

When an individual NPDES permit is denied to a discharger otherwise subject to this permit, the applicability of this permit to the individual NPDES permittee is automatically terminated on the date of such denial, unless otherwise specified by the Department.

D. AUTHORIZATION

A discharger must submit a Notice of Intent (NOI) in accordance with the requirements of Part II of this permit in order for storm water discharge associated with industrial activity for construction activities pursuant to Part I.B. of this permit to be authorized to discharge under this general permit.

PART II. NOTICE OF INTENT (NOI) REQUIREMENTS

A. DEADLINES FOR FILING A NOTICE OF INTENT

For storm water discharge associated with industrial activity for construction activities where construction begins after October 1, 1992, construction activities shall not commence until an authorization has been issued for the project by the Department.

- B. FAILURE TO NOTIFY** Dischargers who fail to notify the Department of their intent to be covered, and discharge pollutants to water of the United States within Iowa, without an NPDES permit, are in violation of the Clean Water Act and the Code of Iowa.

- C. CONTENTS OF THE NOTICE OF INTENT** A complete Notice of Intent shall include the items described in Parts II.C.1., II.C.2., and II.C.3. of this permit.

1. A completed Notice of Intent (NOI) form, DNR Form 542-1415, signed in accordance with Part VI.G. of this permit. The information on the form shall include the following:

A. Name, address, and location of the construction site for which this notification is submitted. The location should be provided as the 1/4 section, township, range, and the county in which the storm water discharge is located.

B. The owner's name, address, telephone number, and status (federal, state, private, public or other entity).

C. The name, address and telephone number of any operator (contractor) that has been identified as having a role in the storm water pollution prevention plan for the site required under Part IV.D.7. of this permit. Contractors (operators) identified after the submittal of the completed Notice of Intent shall be identified in the pollution prevention plan.

IOWA DEPARTMENT OF NATURAL RESOURCES NPDES GENERAL PERMIT NO. 2
STORM WATER DISCHARGE ASSOCIATED WITH INDUSTRIAL ACTIVITY FOR CONSTRUCTION ACTIVITIES
EFFECTIVE DATE - OCTOBER 1, 2012 TO OCTOBER 1, 2017

D. The type of discharge (new or existing as related to October 1, 1992); whether or not the discharge is to a municipal separate storm sewer system; the date the discharge is to commence; the permit status of the discharge; and, the name of the receiving waters.

E. An indication if any existing quantitative data is available describing the concentration of pollutants in storm water discharges and a summary of available existing data. (Existing data should not be included as part of the NOI, it should retained as part of the Pollution Prevention Plan).

F. A brief description of the project; an estimated timetable for major activities; and, an estimate of the number of acres of the site on which soil will be disturbed.

G. A certification that compliance with G.(1). through G.(4). are met:

G.(1). the pollution prevention plan has been developed before this Notice of Intent is submitted to the Department;

G.(2). the pollution prevention plan will be implemented on October 1, 1992 for any existing storm water discharge associated with industrial activity for construction activities. For a storm water discharge associated with industrial activity for construction activities that commence after October 1, 1992, the pollution prevention plan shall be implemented with the start of construction activities;

G.(3). this Notice of Intent will be included and incorporated into the pollution prevention plan and will be updated as required; and,

G.(4). the storm water pollution prevention plan provides compliance with section 467A.64 of the Code of Iowa and local sediment and erosion plans and are consistent with the requirements of Part IV of this general permit.

2. APPLICABLE FEES The applicable fees specified in Iowa Administrative Code 567 -- 64.16(455B).

3. PUBLIC NOTIFICATION A demonstration that the public notice specified in Iowa Administrative Code 567--64.6(1)"c"(2) was published at least one day, in one newspaper with the largest circulation in the area in which the facility is located or the activity will occur.

D. WHERE TO SUBMIT Facilities which discharge storm water associated with industrial activity for construction activities must submit items described in Parts II.C.1., 2., and 3. of this permit to the Department at the following address:

Storm Water Coordinator
Iowa Department of Natural Resources
502 E. 9th St.
Des Moines, IA 50319-0034

E. RENOTIFICATION Prior to the expiration of an authorization issued under this general permit, the permittee is required to resubmit a Notice of Intent (no additional public notice is required) with the Department for coverage under the new general permit. If a new general permit has not been reissued prior to the expiration of the current permit, the provisions and coverage of the current permit are extended until replaced by the adoption of a new general permit.

F. TRANSFER OF COVERAGE UNDER THIS PERMIT For storm water discharge associated with industrial activity for construction activities where the ownership changes, the Department must be notified of the title transfer within 30 days. Both the previous owner(s) and the new owner(s) are responsible for notifying the Department of the transfer and the new owner's name and contact information. This requirement shall be satisfied upon the Department's receipt of the notification of this information by either the previous owner(s) or the new owner(s). If a storm water discharge associated with industrial activity for construction activities is covered by this general permit, the new owner(s) shall be subject to all terms and

conditions of this general permit. A copy of the notice of transfer that was sent to the Department shall be included in the pollution prevention plan. For construction activity which is part of a larger common plan of development such as a housing or commercial development project, if a permittee transfers ownership of all or any part of property subject to this permit, both the permittee and transferee shall be responsible for compliance with the provisions of this permit for that portion of the project which has been transferred including when the transferred property is less than one acre in area. If the new owner(s) agree in writing to be solely responsible for compliance with the provisions of this permit for the property which has been transferred, then the existing permittee(s) shall be relieved of responsibility for compliance with this permit for the transferred property, from and after the date the Department receives written notice of transfer of responsibility. A copy of the notice of transfer of responsibility shall be included in the pollution prevention plan.

G. NOTICE OF DISCONTINUATION

1. Within 30 days after final stabilization at a construction site (as defined in Part VIII of this permit), the operator or owner of the facility shall submit a Notice of Discontinuation to the Department.
2. The Notice of Discontinuation shall include the following information:
 - A. the name of the owner/operator to which the permit was issued;
 - B. the general permit number and permit authorization number;
 - C. the date the construction site reached final stabilization; and,
 - D. the following certification signed in accordance with Part VI.G. of this permit:

"I certify under penalty of law that disturbed soils at the identified facility have been finally stabilized and temporary erosion and sediment control measures have been removed or will

be removed at an appropriate time. I understand that by submitting this Notice of Discontinuation, that I am no longer authorized to discharge storm water associated with industrial activity for construction activities by Iowa Department of Natural Resources General NPDES Permit No. 2. and that discharging pollutants from storm water associated with industrial activity to waters of the United States is unlawful under the Clean Water Act where the discharge is not authorized by a NPDES permit."

PART III. SPECIAL CONDITIONS, MANAGEMENT PRACTICES, AND OTHER NON-NUMERIC LIMITATIONS

A. PROHIBITION ON NON-STORM WATER DISCHARGES

1. All discharges authorized by this permit shall be composed entirely of storm water except for non-storm discharges listed in Part III.A.2.
2. Discharges from fire fighting activities; fire hydrant flushings; waters used to wash vehicles in accordance with Part IV.D.2.C.(2); potable water sources including waterline flushings; irrigation drainage; routine external building washdown which does not use detergents; pavement washwaters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents are not used; air conditioning condensate; springs; uncontaminated groundwater; and foundation or footing drains where flows are not contaminated with process materials such as solvents; may be authorized by this permit provided the non-storm water component of the discharge is in compliance with Part IV.D.5. of this permit.

B. RELEASES IN EXCESS OF REPORTABLE QUANTITIES Any owner or operator identified in the pollution prevention plan is subject to the spill notification requirements as specified in 455B.386 of the Iowa Code. Iowa law requires that as soon as possible but not more than six hours after the onset of a "hazardous condition" the Department and local

sheriff's office or the office of the sheriff of the affected county be notified.

The storm water pollution prevention plan described in Part IV of this permit must be modified within 5 calendar days of knowledge of the release to provide a description of the release and the circumstances leading to the release and to identify and provide for the implementation of steps to prevent the reoccurrence of such releases and to respond to such releases.

PART IV. STORM WATER POLLUTION PREVENTION PLANS

A storm water pollution prevention plan shall be developed for each construction site covered by this permit. Storm water pollution prevention plans shall be prepared in accordance with good engineering practices. The plan shall identify potential sources of pollution which may reasonably be expected to affect the quality of the storm water discharge from the construction activities. In addition, the plan shall describe and ensure the implementation of practices which will be used to reduce the pollutants in storm water discharge associated with industrial activity for construction activities at the construction site and to assure compliance with the terms and conditions of this permit. Facilities must implement the provisions of the storm water pollution prevention plan required under this part as a condition of this permit.

A. DEADLINES FOR POLLUTION PREVENTION PLAN PREPARATION AND COMPLIANCE

1. **POLLUTION PREVENTION PLAN PREPARATION DEADLINE** The pollution prevention plan shall be completed prior to the submittal of an NOI to the Department to be covered under this permit and shall be updated as appropriate.
2. **POLLUTION PREVENTION PLAN COMPLIANCE DEADLINE** The pollution prevention plan shall provide for compliance with the terms and schedule of the plan prior to the initiation of construction activities.

B. SIGNATURE AND PLAN REVIEW

1. The plan shall be signed in accordance with Part VI.G., and be retained at the construction site from the date construction activities begin to the date of final stabilization.
2. The permittee shall make plans available to the Department upon request, or in the case of a storm water discharge associated with industrial activity for construction activities which discharge through a municipal separate storm sewer system with an NPDES permit, to the municipal operator of the system.
3. The Department may notify the permittee at any time that the plan does not meet one or more of the minimum requirements of this Part. After such notification from the Department, the permittee shall make changes to the plan and shall submit to the Department a written certification that the requested changes have been made. Unless otherwise provided by the Department, the permittee shall have 3 business days after such notification to make the necessary changes.
4. All storm water pollution prevention plans received by the Department from the permittee are considered reports that shall be available to the public under Section 308(b) of the CWA and Chapter 22 of the Code of Iowa. However, the permittee may claim any portion of a storm water pollution plan as confidential in accordance with Chapter 22 of the Code of Iowa and Iowa Administrative Code (561)--2.5.

- C. **KEEPING PLANS CURRENT** The permittee shall amend the plan whenever there is a change in design, construction, operation, or maintenance, which has a significant effect on the potential for the discharge of pollutants to the waters of the United States and which has not been addressed in the plan or if the storm water pollution prevention plan proves to be ineffective in eliminating or significantly minimizing pollutants from sources identified in Part IV.D.2. of this permit, or in otherwise achieving the general objectives of controlling pollutants in storm water discharge associated with industrial activity for construction

activities. In addition, the pollution prevention plan shall be updated to: expeditiously change the site map to include changes at the site, include contractors identified after the submittal of the Notice of Intent as Co-permittees, described in Part IV.D.7. of this permit; identify any change in ownership or transference of the permit and permit responsibilities; or, if required, by the occurrence of a hazardous condition (as defined in Part VIII of this permit). Amendments to the plan may be reviewed by the Department of Natural Resources in the same manner as Part IV.B.2.

D. CONTENTS OF THE POLLUTION PREVENTION PLAN.

The storm water pollution prevention plan shall include the following items:

1. SITE DESCRIPTION Each plan shall provide a description of the following:

A. a description of the nature of the construction activity;

B. estimates of the total area of the site and the area of the site that is expected to be disturbed by excavation, grading, or other activities;

C. an estimate of the runoff coefficient of the site after construction activities are completed and existing data describing the soil or the quality of any discharge from the site;

D. a site map indicating drainage patterns and approximate slopes anticipated after major grading activities, areas of soil disturbance, the location of structural and nonstructural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands), and locations where storm water is discharged to a surface water; and

E. the name of the receiving water(s) and the ultimate receiving water(s).

2. CONTROLS Each plan shall include a description of controls that will be implemented at the construction site. The plan will clearly describe the intended sequence of

major activities and for each activity, the appropriate control measures and the timing during the construction process that the measures will be implemented. (For example, perimeter controls for one portion of the site will be installed after the clearing and grubbing necessary for installation of the measure, but before the clearing and grubbing for the remaining portions of the site. Perimeter controls will be actively maintained until final stabilization of those portions of the site upward of the perimeter control. Temporary perimeter controls will be removed after final stabilization). The description of controls shall address the following minimum components:

A. EROSION AND SEDIMENT CONTROLS

A.(1). STABILIZATION PRACTICES A description of temporary and permanent stabilization practices, including site-specific scheduling of the implementation of the practices. Site plans should ensure that existing vegetation is preserved where attainable and that disturbed areas are stabilized. Stabilization practices may include: temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as precluded by snow cover, stabilization measures shall be initiated on all disturbed areas as soon as practical but in no case where construction activity will not occur for a period of 21 or more calendar days later than the 14th day after no construction activity has occurred on such area. Where the initiation of stabilization measures by the 14th day after no construction activity occurs is precluded by snow cover, then stabilization measures shall be initiated as soon as practicable thereafter.

A.(2). STRUCTURAL PRACTICES A description of structural practices to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff from exposed areas of the site. Such practices may include silt fences, earth dikes, brush barriers, drainage swales, sediment

traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins. Structural practices should be placed on upland soils to the degree attainable. The installation of these devices may be subject to Section 404 of the CWA.

A.(2).(a). For common drainage locations that serve an area with more than 10 disturbed acres at one time, a temporary or permanent sediment basin providing 3,600 cubic feet of storage per acre drained shall be provided where attainable until final stabilization of the site has been achieved. The 3,600 cubic feet of storage area per acre drained does not apply to flows from offsite areas and flows from onsite areas that are either undisturbed or have undergone final stabilization where such flows are diverted around the sediment basin. For drainage locations which serve more than 10 disturbed acres at one time and where a temporary sediment basin providing 3,600 cubic feet of storage per acre drained is not attainable, sediment traps, silt fences, or equivalent sediment controls are required for all sideslope and downslope boundaries of the construction area.

A.(2).(b). For drainage locations serving 10 or fewer acres, sediment traps, silt fences or equivalent sediment controls are required for all sideslope and downslope boundaries of the construction area or a sediment basin providing for 3,600 cubic feet of storage per acre drained.

A.(2).(c). Unless infeasible, the following measures shall be implemented at all sites: utilize outlet structures that withdraw water from the surface when discharging from basins, provide and maintain natural buffers around surface waters and direct storm water to vegetated areas to both increase sediment removal and maximize storm water infiltration.

The permittee(s) shall minimize soil compaction and, unless infeasible, preserve topsoil. "Infeasible" shall mean not

technologically possible, or not economically practicable and achievable in light of the best industry practices. "Unless infeasible, preserve topsoil" shall mean that, unless infeasible, topsoil from any areas of the site where the surface of the ground for the permitted construction activities is disturbed shall remain within the area covered by the applicable General Permit No. 2 authorization. Minimizing soil compaction is not required where the intended function of a specific area of the site dictates that it be compacted. Preserving topsoil is not required where the intended function of a specific area of the site dictates that the topsoil be disturbed or removed. The permittee(s) shall control storm water volume and velocity to minimize soil erosion in order to minimize pollutant discharges and shall control storm water discharges, including both peak flowrates and total storm water volume, to minimize channel and stream bank erosion and scour in the immediate vicinity of discharge points. An affidavit signed by the permittee(s) may be submitted to demonstrate compliance.

For construction activity which is part of a larger common plan of development, such as a housing or commercial development project, in which a new owner agrees in writing to be solely responsible for compliance with the provisions of this permit for the property which has been transferred or in which the new owner has obtained authorization under this permit for a lot or lots (as specified in subrule 567-64.6(6) of the Iowa Administrative Code), the topsoil preservation requirements described above must be met no later than at the time the lot or lots have reached final stabilization as described in this permit.

The topsoil preservation requirement described above shall be implemented for projects that have not received an authorization under this permit prior to October 1, 2012. The topsoil preservation requirements are not required to be implemented for projects that have been authorized prior to October 1, 2012. In residential and commercial developments, a plat is considered a project. For other large areas that have been authorized for multiple

construction sites, including those to be started at a future date, such as those located at industrial facilities, military installations and universities, a new construction project not yet surveyed and platted out is considered a project. This stipulation is intended to be interpreted as requiring the topsoil preservation requirements on development plats and construction activities on other extended areas that may have several construction projects permitted under the same authorization to be implemented on those projects not yet surveyed and platted out prior to October 1, 2012 even if other plats and construction activities in the same development or other extended area were authorized prior to October 1, 2012.

B. STORM WATER MANAGEMENT A description of measures that will be installed during construction to control pollutants in storm water discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the CWA. This permit only addresses the installation of storm water management measures, and not the ultimate operation and maintenance of such structures after the construction activities have been completed and the site has undergone final stabilization. Permittees are only responsible for the installation and maintenance of storm water management measures prior to final stabilization of the site, and are not responsible for maintenance after storm water discharges associated with industrial activity have been eliminated from the site.

B.(1). Such practices may include: storm water detention structures (including wet ponds); storm water retention structures; flow attenuation by use of open vegetated swales and natural depressions; and infiltration of runoff onsite; and sequential systems (which combine several practices). A goal of 80 percent removal of total suspended solids from those flows which exceed predevelopment levels should be used in designing and installing storm water management controls (where practicable). Where this goal is not met, the permittee shall provide justification

for rejecting each practice based on site conditions.

B.(2). Velocity dissipation devices shall be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g. maintenance of hydrologic conditions present prior to the initiation of construction activities).

C. OTHER CONTROLS

C.(1). WASTE DISPOSAL All wastes composed of building materials must be removed from the site for disposal in permitted disposal facilities. No building material wastes or unused building materials shall be buried, dumped, or discharged at the site.

C.(2). Off-site vehicle tracking of sediments shall be minimized.

C.(3). The plan shall ensure and demonstrate compliance with applicable State or local waste disposal, sanitary sewer or septic system regulations.

D. APPROVED STATE OR LOCAL PLANS Facilities which discharge storm water associated with industrial activity for construction activities must include in their storm water pollution prevention plan procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by State or local officials. Applicable requirements specified in sediment and erosion plans, site permits or storm water management plans approved by State or local officials that are applicable to protecting surface water resources are, upon submittal of an NOI to be authorized to discharge under this permit, incorporated by reference and are enforceable under this permit even if they are not specifically included in a storm water pollution prevention plan required under this permit.

Operators of facilities seeking alternative permit requirements shall submit an individual permit application in accordance with Part I.C.2. of this permit along with a description of why requirements in approved State or local plans should not be applicable as a condition of an NPDES permit.

3. **MAINTENANCE** A description of procedures to maintain in good and effective operating conditions vegetation, erosion and sediment control measures and other protective measures identified in the site plan.

4. **INSPECTIONS** Qualified personnel (provided by the discharger) shall inspect disturbed areas of the construction site that have not been stabilized with a perennial, vegetative cover of sufficient density to preclude erosion at least once every seven calendar days. Unless erosion is evident or other conditions warrant them, regular inspections are not required on areas that have been stabilized with a perennial, vegetative cover of sufficient density to preclude erosion.

A. Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the plan shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles enter or exit the site shall be inspected for evidence of offsite sediment tracking.

B. Based on the results of the inspection, the description of potential pollutant sources identified in the plan in accordance with paragraph IV.D.1. of this permit and pollution prevention measures identified in the plan in accordance with paragraph IV.D.2. of this permit shall be revised as appropriate as soon as practicable after such inspection. Such modifications shall provide for implementation of any changes to the plan

within 7 calendar days following the inspection.

C. A report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the storm water pollution prevention plan, and actions taken in accordance with paragraph IV.D.4.B. of the permit shall be made and retained as part of the storm water pollution prevention plan for at least three years after final stabilization has been achieved and a Notice of Discontinuation has been submitted to the Department. The report shall be signed in accordance with Part VI.G. of this permit.

5. **NON-STORM WATER DISCHARGES** Except for flows from fire fighting activities, sources of non-storm water listed in Part III.A.2. of this permit that are combined with storm water discharges associated with industrial activity from construction activities must be identified in the plan. The plan shall identify and ensure the implementation of appropriate pollution prevention measures for the non-storm water component(s) of the discharge.

6. **ADDITIONAL REQUIREMENTS FOR STORM WATER DISCHARGE FROM INDUSTRIAL ACTIVITIES OTHER THAN CONSTRUCTION, INCLUDING DEDICATED ASPHALT PLANTS, AND DEDICATED CEMENT PLANTS** This permit may only authorize a storm water discharge associated with industrial activity from a construction site that is mixed with a storm water discharge from an industrial source other than construction, where:

A. the industrial source other than construction is located on the same site as the construction activity;

B. storm water discharges associated with industrial activity from the areas of the site where construction activities are occurring are in compliance with the terms of this permit; and,

C. storm water discharges associated with industrial activity from the areas of the site

where industrial activity other than construction are occurring (including storm water discharges from dedicated asphalt plants and dedicated cement plants) are in compliance with the terms and conditions, including applicable NOI or application requirements, of a different NPDES general permit or individual permit authorizing such discharges.

7. **CONTRACTORS**

A. The storm water pollution prevention plan must clearly identify for each measure in the plan, the contractor(s) and/or subcontractor(s) that will implement the measure. All contractors and subcontractors identified in the plan must sign a copy of the certification statement in Part IV.D.7.B. of this permit in accordance with Part VI.G. of this permit. Upon signing the certification, the contractor or subcontractor is a co-permittee with the owner and other co-permittee contractors. All certifications must be included in the storm water pollution prevention plan.

B. CERTIFICATION STATEMENT All contractors and subcontractors identified in a storm water pollution prevention plan in accordance with Part IV.D.7.A. of this permit shall sign a copy of the following certification statement before conducting any professional service at the site identified in the storm water pollution prevention plan:

"I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site as part of this certification. Further, by my signature, I understand that I am becoming a co-permittee, along with the owner(s) and other contractors and subcontractors signing such certifications, to the Iowa Department of Natural Resources NPDES General Permit No. 2 for "Storm Water Discharge Associated with Industrial Activity for Construction Activities" at the identified site. As a co-permittee, I understand that I, and my company, are legally

required under the Clean Water Act and the Code of Iowa, to ensure compliance with the terms and conditions of the storm water pollution prevention plan developed under this NPDES permit and the terms of this NPDES permit."

The certification must include the name and title of the person providing the signature; the name, address and telephone number of the contracting firm; the address (or other identifying description) of the site; and the date the certification is made.

PART V. RETENTION OF RECORDS

A. The permittee shall retain copies of storm water pollution prevention plans and all reports required by this permit, and records of all data used to complete the Notice of Intent to be covered by this permit, for a period of at least three years from the date that the site is finally stabilized and a Notice of Discontinuation has been submitted to the Department.

B. If there is a construction trailer, shed or other covered structure located on the property the permittee shall retain a copy of the storm water pollution prevention plan required by this permit at the construction site from the date of project initiation to the date of final stabilization. If there is no construction trailer, shed or other covered structure located on the property, the permittee shall retain a copy of the plan at a readily available alternative site approved by the Department and provide it for inspection upon request. If the plan is maintained at an off-site location such as a corporate office, it shall be provided for inspection no later than three hours after being requested.

C. **ADDRESSES** All written correspondence to the Department should be sent to the following address:

Storm Water Coordinator
Iowa Department of Natural Resources
502 E. 9th St.
Des Moines, IA 50319-0034

PART VI. STANDARD PERMIT CONDITIONS

A. DUTY TO COMPLY

1. The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Code of Iowa and the Clean Water Act and is grounds for enforcement action; for termination of coverage under this general permit; or, for denial of a request for coverage under a reissued general permit.

2. **TOXIC POLLUTANTS** The permittee shall comply with effluent standards or prohibitions established under section 307(a) of the Clean Water Act (CWA) for toxic pollutants within the time provided in the regulations that establish these standards or prohibitions, even if this permit has not yet been modified to incorporate the requirement.

- B. CONTINUATION OF THE EXPIRED GENERAL PERMIT** This permit expires on October 1, 2017. An expired general permit continues in force until replaced by adoption of a new general permit.

- C. NEED TO HALT OR REDUCE ACTIVITY NOT A DEFENSE** It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

- D. DUTY TO MITIGATE** The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

- E. DUTY TO PROVIDE INFORMATION** The permittee shall furnish to the Department, within three hours, any information which the Department may request to determine compliance with this permit. The permittee shall also furnish to the Department upon request copies of records required to be kept by this permit.

- F. OTHER INFORMATION** When the permittee becomes aware that he or she failed to submit any relevant facts or submitted incorrect

information in the Notice of Intent or in any other report to the Department, he or she shall promptly submit such facts or information.

- G. SIGNATORY REQUIREMENTS** All Notices of Intent, storm water pollution prevention plans, reports, certifications or information either submitted to the Department or the operator of a municipal separate storm sewer system, or that this permit requires be maintained by the permittee, shall be signed in accordance with rule 567--64.3(8) of the Iowa Administrative Code as follows:

64.3(8) *Identity of signatories of operation permit applications.* The person who signs the application for an operation permit shall be:

a. Corporations. In the case of corporations, a principal executive officer of at least the level of vice-president.

b. Partnerships. In the case off a partnership, a general partner.

c. Sole proprietorships. In the case of a sole proprietorship, the proprietor.

d. Public facilities. In the case of a municipal, state, or other public facility, by either the principal executive officer, or the ranking elected official.

e. Storm water discharge associated with industrial activity from construction activity. In the case of a storm water discharge associated with industrial activity from construction as identified in 40 CFR 122.26(b)(14)(x), either the owner of the site or the general contractor.

The person who signs NPDES reports shall be the same, except that in the case of a corporation or a public body, monitoring reports required under the terms of the permit may be submitted by the person who is responsible for the overall operation of the facility from which the discharge originated.

- H. **CERTIFICATION** Any person signing documents under paragraph VI.G. shall make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

- I. **OIL AND HAZARDOUS SUBSTANCE LIABILITY** Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under section 311 of the Clean Water Act.

- J. **PROPERTY RIGHTS** The issuance of this permit does not convey any property rights of any sort, nor any exclusive privileges, nor does it authorize any injury to private property nor any invasion of personal rights, nor any infringement of Federal, State or local laws or regulations.

- K. **SEVERABILITY** The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit shall not be affected thereby.

- L. **TRANSFERS** This permit is not transferable to any person except after notice to the Department. The Department may require the discharger to apply for and obtain an individual NPDES permit as stated in Part I.C.

- M. **PROPER OPERATION AND MAINTENANCE**

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit and with the requirements of storm water pollution prevention plans. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. Proper operation and maintenance requires the operation of backup or auxiliary facilities or similar systems, installed by a permittee only when necessary to achieve compliance with the conditions or this permit.

- N. **INSPECTION AND ENTRY** The permittee shall allow the Department or an authorized representative of EPA, the State, or, in the case of a facility which discharges through a municipal separate storm sewer, an authorized representative of the municipal operator or the separate storm sewer receiving the discharge, upon the presentation of credentials and other documents as may be required by law, to:

1. Enter upon the permittee's premises where a regulated facility or activity is located or conducted or where records must be kept under the conditions of this permit;

2. Have access to and copy at reasonable times, any records that must be kept under the conditions of this permit; and,

3. Inspect at reasonable times any facilities or equipment (including monitoring and control equipment).

- O. **PERMIT ACTIONS** Coverage under this permit may be terminated for cause. The filing of a request by the permittee for a permit discontinuance, or a notification of planned changes or anticipated noncompliance does not stay any permit condition.

- P. **ENVIRONMENTAL LAWS** No condition of this permit shall release the permittee from any responsibility or requirements under other environmental statutes or regulations.

PART VII. REOPENER CLAUSE

If there is evidence indicating potential or realized impacts or water quality due to any storm water discharge associated with industrial activity for construction activities covered by this permit, the owner or operator of such discharge may be required to obtain individual permit in accordance with Part I.C of this permit.

PART VIII. DEFINITIONS

"Best Management Practices" ("BMPs") means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

"Construction site" means a site or common plan of development or sale on which construction activity, including clearing, grading and excavating, results in soil disturbance. A construction site is considered one site if all areas of the site are contiguous with one another and one entity owns all areas of the site.

"CWA" or "Clean Water Act" means the Federal Water Pollution Control Act.

"Dedicated portable asphalt plant" means a portable asphalt plant that is located on or contiguous to a construction site and that provides asphalt only to the construction site that the plant is located on or adjacent to.

"Dedicated portable concrete plant" means a portable concrete plant that is located on or contiguous to a construction site and that provides concrete only to the construction site that the plant is located on or adjacent to.

"Dedicated sand or gravel operation" means an operation that produces sand and/or gravel for a single construction project.

"Department" means the Iowa Department of Natural Resources.

"Final Stabilization" means that all soil disturbing activities at the site have been completed, and that a uniform perennial vegetative cover with a density of 70% for the area has been established or equivalent stabilization measures have been employed or which has been returned to agricultural production.

"Hazardous condition" means any situation involving the actual, imminent, or probable spillage, leakage, or release of a hazardous substance on to the land, into a water of the state, or into the atmosphere, which creates an immediate or potential danger to the public health or safety or to the environment. 455B.381(2) 1991, Code of Iowa

"Hazardous substance" means any substance or mixture of substances that presents a danger to the public health or safety and includes, but is not limited to, a substance that is toxic, corrosive, or flammable, or that is an irritant or that, in confinement, generates pressure through decomposition, heat, or other means. The following are examples of substances which, in sufficient quantity may be hazardous: acids; alkalis; explosives; fertilizers; heavy metals such as chromium, arsenic, mercury, lead and cadmium; industrial chemicals; paint thinners; paints; pesticides; petroleum products; poisons, radioactive materials; sludges; and organic solvents. "Hazardous substances" may include any hazardous waste identified or listed by the administrator of the United State Environmental Protection Agency under the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act of 1976, or any toxic pollutant listed under section 307 of the federal Water Pollution Control Act as amended to January 1, 1977, or any hazardous substance designated under section 311 of the federal Water Pollution Control Act as amended to January 1, 1977, or any hazardous material designated by the secretary of transportation under the Hazardous Materials Transportation Act (49 CFR 172.101). 455B.381(1), 1991 Code of Iowa

"Municipality" means a city, town, borough, county, parish, district, association, or other public body created by or under State law.

"NOI" means Notice of Intent to be covered by this permit (see Part II of this permit.)

"Outstanding Iowa Waters" means those waters which constitute an outstanding state resource such as waters of exceptional recreational or ecological significance. These waters are identified in Appendix B of the Iowa Antidegradation Implementation Procedure manual.

"Outstanding National Resource Waters" means those waters which constitute an outstanding national resource such as waters of national and state parks and wildlife refuges and also waters of exceptional recreational or ecological significance. These waters are identified in Appendix B of the Iowa Antidegradation Implementation Procedure manual.

"Permittee" means the owner of the facility or site.

"Qualified personnel" means those individuals capable enough and knowledgeable enough to perform the required functions adequately well to ensure compliance with the relevant permit conditions and requirements of the Iowa Administrative Code.

"Runoff coefficient" means the fraction of total rainfall that will appear at the conveyance as runoff.

"Storm Water" means storm water runoff, snow melt runoff, and surface runoff and drainage.

"Storm water discharge associated with industrial activity" means the discharge from any conveyance which is used for collecting and conveying storm water and which is directly related to manufacturing, processing or raw materials storage areas at an industrial plant. The term does not include discharges from facilities or activities excluded from the NPDES program under 40 CFR part 122. For the categories of industries identified in paragraphs (i) through (x) of this definition, the term includes, but is not limited to, storm water discharges from industrial plant yards; immediate access roads and rail lines used or traveled by carriers of raw materials, manufactured products, waste material, or by-products used or created by the facility; material handling sites; refuse sites; sites used for the application or disposal of process waste waters (as defined at 40 CFR part 401); sites used for the storage and maintenance of material handling

equipment; sites used for residual treatment, storage, or disposal; shipping and receiving areas; manufacturing buildings; storage areas (including tank farms) for raw materials, and intermediate and finished products; and areas where industrial activity has taken place in the past and significant materials remain and are exposed to storm water.

For the categories of industries identified in paragraph (xi) of this definition, the term includes only storm water discharges from all the areas (except access roads and rail lines) that are listed in the previous sentence where material handling equipment or activities, raw materials, intermediate products, final products, waste materials, by-products, or industrial machinery are exposed to storm water. For the purposes of this paragraph, material handling activities include the storage, loading and unloading, transportation, or conveyance of any raw material, intermediate product, finished product, by-product, or waste product. The term excludes areas located on plant lands separate from the plant's industrial activities, such as office buildings and accompanying parking lots as long as the drainage from the excluded areas is not mixed with storm water drained from the above described areas. Industrial facilities (including industrial facilities that are Federally, State, or municipally owned or operated that meet the description of the facilities listed in these paragraphs (i)-(xi) of the definition) include those facilities designated under 40 CFR 122.26(a)(1)(v). The following categories of facilities are considered to be engaging in "industrial activity" for purposes of this definition;

(i) Facilities subject to storm water effluent limitations guidelines, new source performance standards, or toxic pollutant effluent standards under 40 CFR Subchapter N (except facilities with toxic pollutant effluent standards which are exempted under category (xi) of this definition);

(ii) Facilities classified as Standard Industrial Classifications 24 (except 2434), 26 (except 265 and 267), 28 (except 283 and 285), 29, 311, 32 (except 323), 33, 3441, 373;

(iii). Facilities classified as Standard Industrial Classifications 10 through 14 (mineral industry) including active or inactive mining operations (except for areas of coal mining operations no longer meeting the definition of a reclamation area

under 40 CFR 434.11(1) because the performance bond issued to the facility by the appropriate SMCRA authority has been released, or except for areas of non-coal mining operations which have been released from applicable State or Federal reclamation requirements after December 17, 1990) and oil and gas exploration, production, processing, or treatment operations, or transmission facilities that discharge storm water contaminated by contact with or that has come into contact with, any overburden, raw material, intermediate products, finished products, byproducts or waste products located on the site of such operations; (inactive mining operations are mining sites that are not being actively mined, but which have an identifiable owner/operator; inactive mining sites do not include sites where mining claims are being maintained prior to disturbances associated with the extraction, beneficiation, or processing of mined materials, nor sites where minimal activities are undertaken for the sole purpose of maintaining a mining claim);

(iv) Hazardous waste treatment, storage, or disposal facilities, including those that are operating under interim status or a permit under Subtitle C of RCRA;

(v) Landfills, land application sites, and open dumps that receive or have received any industrial wastes (waste that is received from any of the facilities described under this subsection) including those that are subject to regulation under Subtitle D of RCRA;

(vi) facilities involved in the recycling of materials, including metal scrap yards, battery reclaimers, salvage yards, and automobile junkyards, including but limited to those classified as Standard Industrial Classification 5015 and 5093;

(vii) Steam electric power generating facilities, including coal handling sites;

(viii) Transportation facilities classified as Standard Industrial Classifications 40, 41, 42 (except 4221-4225), 43, 44, 45 and 5171 which have vehicle maintenance shops, equipment cleaning operations, or airport deicing operations. Only those portions of the facility that are either involved in vehicle maintenance (including vehicle rehabilitation, mechanical repairs, painting, fueling, and lubrication), equipment cleaning operations, airport

deicing operations, or which are otherwise identified under paragraphs (i)-(vii) or (ix)-(xi) of this definition are associated with industrial activity;

(ix) Treatment works treating domestic sewage or any other sewage sludge or wastewater treatment device or system, used in the storage treatment, recycling, and reclamation of municipal or domestic sewage, including land dedicated to the disposal of sewage sludge that are located within the confines of the facility, with a design flow of 1.0 mgd or more, or required to have an approved pretreatment program under 40 CFR 403. Not included are farm lands, domestic gardens or lands used for sludge management where sludge is beneficially reused and which are not physically located in the confines of the facility, or areas that are in compliance with 40 CFR 503;

(x) Construction activity including clearing, grading and excavation activities except: operations that result in the disturbance of less than one acre of total land area which are not part of a larger common plan of development or sale;

(xi) Facilities under Standard Industrial Classifications 20, 21, 22, 23, 2434, 25, 265, 267, 27, 283, 285, 30, 31 (except 311), 323, 34 (except 3441), 35, 36, 37 (except 373), 38, 39, 4221-4225, (and which are not otherwise included within categories (ii)-(x));

"Storm water discharge associated with industrial activity for construction activities" means activities that fall under subparagraph (x) in the definition of storm water discharge associated with industrial activity.

"Topsoil" means the fertile, uppermost part of the soil containing significant organic matter largely devoid of debris and rocks and often disturbed in cultivation.

"Uncontaminated groundwater" means water that is potable for humans, meets the narrative water quality standards in subrule 567-61.3(2) of the Iowa Administrative Code, contains no more than half the listed concentration of any pollutants in subrule 567-61.3(3) of the IAC, has a pH of 6.5-9.0 and is located in soil or rock strata.

NPDES Industrial Storm Water Worksheet (Construction)

National Database Information	
NPDES ID Number	5306-5141 & 24974-24715
Permit iss/exp dates	05/07/2002 - 09/30/2016 & 04/01/2015
Inspection Date	December 9-10, 2015
Weather Conditions? Recent Rainfall? Date? Amount?	Cool, most recent significant rainfall on November 30, 2015 at 0.34"
Facility Type (circle one)	Commercial/Industrial <u>Residential</u> Municipal

General	
Inspector Name	David Pratt
Telephone	913-551-7552
Entry Time	~08:15
Exit Time	~09:00
Signature	David Pratt

Facility Location Information			
Name/Location Mailing Address	Country Club Estates Tower Terrace Road & Irish Drive Marion, IA		
GPS Coordinates	Latitude	42.06369	Longitude
Receiving Water(s)	Indian Creek, unnamed in term Hunt tributaries, Dry Creek		
Total Area	~54 acres	Disturbed area	~32 acres
		Start Date	May 2014

Contact Information		
	Name(s)	Telephone
Name(s) and Role(s) of All Parties Meeting the Definition of Operator	Country Club Estates, LLC	319-929-5700
Facility Contact	Todd Frazier	319-929-5700
Authorized Official(s)		

Site Information: (circle all that apply)							
Nature of Project	<u>Residential</u>	Commercial/Industrial	<u>Roadway</u>	<u>Private</u>	Federal	State/Municipal	Other
Construction Stage	<u>Clearing/Grubbing</u>	<u>Rough Grading</u>	<u>Infrastructure</u>	Building Const.	<u>Final Grading</u>	<u>Final Stabilization</u>	

Basic Permit Information		
1. Permit Coverage ESO Element 3 & 4	<u>Y</u>	N
2. Permit Type	<u>General</u>	Individual
3. Permit, NOI accessible? ESO Element 25	<u>Y</u>	N
4. Is entire site owned by one developer/owner? How many owners? Give lot nos. if possible ESO Element 41	No, ~12 separate owners.	
5. NOI Date	8/1/2014	

Basic SWPPP Information		
6. SWPPP prepared & available ESO Element 5 & 30	<u>Y</u>	N
7. SWPPP Contents Satisfactory ESO Elements 5 - 31	Y	<u>N</u>
8. SWPPP Implementation Satisfactory ESO Elements 32 - 46	Y	<u>N</u>
9. SWPPP Date	03/21/2014	

07/31/2008

04/23/2015, &
01/02/2014

NPDES Industrial Storm Water Worksheet (Construction)

SWPPP Implementation (complete in field)

General

10. Site Description

(include description of areas exposed to rainfall/runoff, drainage patterns & direction of flow)

Residential construction on a 130 lots. Storm water runoff travels in all directions to either on-site or off-site storm water retention or detention basins.

Stabilization Practices

11. List stabilization practices ESO Element 43

(e.g., seeding, mulching, geotextiles, sod stabilization)

Seeding, mulching, sod stabilization, and concrete. Matting was also installed on the storm water detention basin dikes.

12. Describe stabilization practices ESO Elements 42, 43

(e.g., properly designed, selected, installed, maintained?)

The controls in place appeared to be operating correctly. Some areas have been seeded, but do not have growth.

NPDES Industrial Storm Water Worksheet (Construction)

<p>13. Are stabilization measures initiated no more than 14 days after temporary or permanent construction cessation? (MO:7 days for 3:1 slopes or 3% > 150 ft long) (ESO Element 46)</p>	<p>(e.g., indicate "yes" or "no"; if "yes", how long without stabilization measures?)</p> <p>Appears to be same areas that have been disturbed and not active for more than two weeks.</p>
<p align="center">Structural Practices</p>	
<p>14. List structural controls ESO Element 43</p>	<p>(e.g., silt fences, hay bales, storm drain inlet protection, sedimentation pond, rip rap, check dam, diversion structure, slope drain, drainage swale,)</p> <p>Fabric silt fence, mulch sock, detention basins, retention basins, concrete.</p>
<p>15. Describe structural controls ESO Elements 42, 43</p>	<p>(e.g., properly designed, selected, installed, maintained?) (Size of sediment basin? Disturbed acres drained?)</p> <p>Some of the fabric silt fence is overloaded or down. Mulch sock not properly installed or overloaded. Many areas of the site do not have silt fence in place as required by site maps. Detention/retention basins appear to be properly sized.</p>
<p align="center">Non-Structural Controls</p>	
<p>16. Good Housekeeping & Waste Disposal Practices ESO Element 45</p>	<p>(e.g., describe measures taken to prevent litter and debris from becoming a pollutant source)</p> <p>Waste dumpsters located throughout the site. Some construction debris observed at curb inlets.</p>

NPDES Industrial Storm Water Worksheet (Construction)

17. Street Cleaning ESO Element 44	(e.g., describe measures taken to remove offsite accumulation of sediment) <i>Street sweeper available, but does not appear to be used often.</i>
18. Equipment Wash/Maintenance Area ESO Elements 42, 43	(e.g., properly designed, selected, installed and maintained?) <i>None observed.</i>
19. Concrete Washout Areas ESO Elements 42, 43	(e.g., properly designed, selected, installed and maintained?) <i>Concrete washout structures located throughout the site. Many are damaged or overloaded and leaking concrete residual on the ground.</i>
Other Controls	
20. Off-site Vehicle Tracking ESO Elements 42, 43	(e.g., properly designed, selected, installed and maintained?) <i>Did not observe vehicle tracking controls. Most individual lots are parking on the streets. Otherwise, track-out controls are not in place.</i>
Miscellaneous	
21. Evidence of Sediment Deposition to Surface Waters *ESO Eligibility - if "yes," site not eligible for ESO	(provide brief description) <i>Sediment deposition to MS4.</i>

NPDES Industrial Storm Water Worksheet (Construction)

<p>22. If dredge/fill material discharged, does site hold 404 permit? ESO Element 17</p>	<p>(provide brief description of measures to prevent discharges of dredge/fill to waters of the U.S. if applicable)</p> <p>Facility does not have a 404 permit. This was not discussed.</p>
<p>23. Pollution prevention measures for non-storm water discharges? *ESO Eligibility - If evidence of non-allowable non-storm water discharges, site not eligible for ESO</p>	<p>(provide brief description and determine whether/if non-storm water discharges allowable)</p> <p>Non-storm water discharges were not observed.</p>
<p>24. Notes: SWPPP Implementation</p>	<p>All components of the SWPPP are not implemented. Refer to inspection report.</p>

NPDES Industrial Storm Water Worksheet (Construction)

SWPPP Review (can be completed in office)

General		Notes:
25. Is there a SWPPP? ESO Element 5	<input checked="" type="radio"/> Y <input type="radio"/> N	
26. Is a copy of the SWPPP on site or made available? ESO Element 30	<input checked="" type="radio"/> Y <input type="radio"/> N	
27. SWPPP completed prior to NOI submission? ESO Element 6	<input checked="" type="radio"/> Y <input type="radio"/> N	
28. Did all "operators" sign/certify the SWPPP? ESO Element 31	Y <input checked="" type="radio"/> N	Contractor certifications not signed.
29. Is SWPPP consistent with state/tribal/local regulations and permits? ESO Element 26; 29	<input checked="" type="radio"/> Y <input type="radio"/> N	Appears to be.

Site Description		Notes:
30. Is there a site description? ESO Element 9	<input checked="" type="radio"/> Y <input type="radio"/> N	
31. Nature/sequence of construction activity? ESO Element 9A - 9B	<input checked="" type="radio"/> Y <input type="radio"/> N	
32. Total area of site and total area to be disturbed? ESO Element 9C	<input checked="" type="radio"/> Y <input type="radio"/> N	
33. Is there a general location map? ESO Element 9D	<input checked="" type="radio"/> Y <input type="radio"/> N	
34. Is there a site map? ESO Element 9E	<input checked="" type="radio"/> Y <input type="radio"/> N	
35. Drainage patterns/outfalls on site map? ESO Element 9F	<input checked="" type="radio"/> Y <input type="radio"/> N	
36. Area of soil disturbance on site map? ESO Element 9F	<input checked="" type="radio"/> Y <input type="radio"/> N	
37. Location of major structural controls on site map? ESO Element 9F, 29	<input checked="" type="radio"/> Y <input type="radio"/> N	
38. Location of storm water discharges to a surface water on site map? ESO Element 9F	Y <input checked="" type="radio"/> N	Site map, no, but in narrative description.
39. Location of materials or equipment storage on site map (on-site or off-site)? ESO Element 9F	<input checked="" type="radio"/> Y <input type="radio"/> N	

NPDES Industrial Storm Water Worksheet (Construction)

40. Location/description industrial activities? ESO Element 9G	<input checked="" type="radio"/> Y	<input type="radio"/> N	
41. Name of Receiving water(s) or MS4 listed? ESO Element 9F	<input checked="" type="radio"/> Y	<input type="radio"/> N	
42. Copy of permit language? ESO Element 25	<input checked="" type="radio"/> Y	<input type="radio"/> N	
43. Endangered Species Documentation? ESO Element 23; 23A	<input type="radio"/> Y	<input checked="" type="radio"/> N	
44. Historic Properties Documentation? ESO Element 24; 24A	<input type="radio"/> Y	<input checked="" type="radio"/> N	
Controls to Reduce Pollutants		Notes:	
45. Does the SWPPP describe the sequence of major grading activities, temporary/permanent construction cessation, and initiation of stabilization practices? ESO Element 14	<input type="radio"/> Y	<input checked="" type="radio"/> N	Not in clear detail.
46. Does the SWPPP include a description of all pollution control measures (BMPs) that will be implemented to control pollutants in storm water discharges, including sequence of implementation? ESO Element 10	<input checked="" type="radio"/> Y	<input type="radio"/> N	
47. Does the SWPPP include a description of interim and permanent <i>stabilization practices</i> (e.g., seeding, mulching, riprap for the site)? ESO Element 11; 12	<input checked="" type="radio"/> Y	<input type="radio"/> N	
48. Does the SWPPP identify the sequence and timing by which <i>stabilization practices</i> will be implemented? ESO Element 10A - 10B; 13	<input checked="" type="radio"/> Y	<input type="radio"/> N	
49. Does the SWPPP include a description of <i>structural practices</i> (e.g., off-site vehicle tracking, silt fences, dikes, sediment traps, storm drain inlet protection) for the site? ESO Element 15	<input checked="" type="radio"/> Y	<input type="radio"/> N	
50. Does the SWPPP identify the sequence and timing by which <i>structural practices</i> will be implemented? ESO Element 10A - 10B	<input checked="" type="radio"/> Y	<input type="radio"/> N	
51. Where the <i>structural practice</i> attainable is a sediment basin that drains over 10 acres, is it adequately designed? (3,600 cu.ft/acre x total drainage acres or 2year/24 hour storm) ESO Element 47	<input checked="" type="radio"/> Y	<input type="radio"/> N	Appears to be, but some of the basins are located off site.

NPDES Industrial Storm Water Worksheet (Construction)

52. Do areas less than 10 acres (i.e. those w.o. sediment basins) have sediment controls for down slope boundaries? ESO Element 48	Y	N	Some perimeter controls not installed.
53. Does the SWPPP describe controls for pollutants from non-construction activities? ESO Element 20	Y	N	
54. Does the SWPPP identify off-site material storage areas? ESO Element 9F	Y	N	
55. Does the SWPPP identify potential sources of pollution (e.g., portapotties, fuel tanks, staging areas, waste containers, chemical storage, concrete cure, paints, solvents, etc...)	Y	N	
56. Does the SWPPP identify storm water management measures to address storm water runoff once the construction is completed (e.g., retention ponds, velocity dissipation controls)? ESO Element 16	Y	N	
57. Does the SWPPP identify non-storm water discharges? ESO Element 21	Y	N	
58. Does the SWPPP ensure implementation of pollution prevention measures for non-storm water discharges? ESO Element 22	Y	N	
Inspections		Notes:	
59. Inspections performed once every 7 days, and within 24 hours of rain event greater than 0.5 in.? ESO Element 32	Y	N	(*Attach copies of recent inspection reports.) Same more than seven days apart.
60. Have copies of inspection reports/all other documentation been retained as part of the SWPPP for 3 years from date permit coverage expires? ESO Element 28	Y	N	
61. Inspections performed by qualified personnel? ESO Element 33	Y	N	? Questionable
62. All disturbed areas and/or used for storage and exposed to rain inspected? ESO Element 34	Y	N	
63. All pollution control measures inspected to ensure proper operation? ESO Element 35	Y	N	

NPDES Industrial Storm Water Worksheet (Construction)

64. All discharge locations inspected if accessible, or if not accessible, are nearby downstream locations inspected? ESO Element 36; 37	Y	<input checked="" type="radio"/> N	
65. Entrance/exit inspected for off-site tracking? ESO Element 38	Y	N	Does not appear to be based on site conditions observed.
66. Inspection report contain all required items and certified? ESO Element 39; 40	Y	<input checked="" type="radio"/> N	(name, date, effectiveness of BMPs, actions taken or necessary, list of areas where LD operations have permanently or temporarily stopped, signature)
67. Is SWPPP revised when BMPs added/modified within 7 days after inspection reveals problems? ESO Element 29	Y	<input checked="" type="radio"/> N	
68. Has implementation of additional/modified BMPs been completed before next anticipated storm event? ESO Element 43.C.1	Y	N	Unclear based on inspection results.
69. NOTES: SWPPP Review Refer to inspection report.			

NPDES Industrial Storm Water Worksheet (Construction)

Receiving Waterbody	
70. Receiving waterbody or MS4:	Indian Creek, Marion MS4, unnamed tributaries, Dry Creek.
71. Distance to regg. waterbody	Refer to inspection report.
72. Other off-site impacts?	None observed.
73. Has sediment been removed to reduce off-site impacts?	(Attach photos)
74. Sediment observed in stream/lake?	(Attach photos)
Sediment trails entering MS4.	
Photograph Log	
(*Attach site map with location and orientation of photos, including lot numbers)	
Refer to .kmz file.	

SW Checklist Addendum

Site: Country Club Estates

Date: 02/09/2016

- ☒ Copy of NOI
☒ Copy of SW permit
☒ Copy of the SWPPP and all revisions
☒ Copy of the first and most recent inspection reports
☒ Copy of 404 permit (if applicable)
☒ Copies of all certifications required by the permit or SWPPP

- May 2014 Date of first land disturbance
May 2014 Date of significant BMPs were installed
Verify that other BMPs have not been installed and then removed
October 2017 Date of last land disturbance for grading
None Dates for interim stops or delays
☒ Dates of all seeding and stabilization attempts

12 Number of owners of site (list information here or on back)

☒ Yes ☐ No Environmental Harm? Describe. In inspection report.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
RECEIPT FOR DOCUMENTS AND SAMPLES

Facility Name <i>Country Club Estates</i>
Facility Address <i>Irish Drive, Marion, IA</i>

Documents Collected? YES ☒ (list below) NO ☐

Samples Collected? YES ☐ (list below) NO ☒ Split Samples: YES ☐ NO ☐

Documents/ Samples were: 1) Received no charge ☒ 2) Borrowed ☐ 3) Purchased ☐

Amount Paid: \$ Method: Cash ☐ Voucher ☐ To Be Billed ☐

The documents and samples described below were collected in connection with the administration and enforcement of the applicable statute under which the information is obtained.

Receipt for the document(s) and/or sample(s) described below is hereby acknowledged:

- 1) *Storm water pollution prevention plans and associated site maps.*
- 2) *Self-inspection reports.*
- 3) *City inspection reports.*
- 4) *Photographs.*

Facility Representative (print) <i>Todd Frazier</i>	Signature/Date <i>Todd Frazier</i> <i>12-10-15</i>
Inspector (print) <i>David Pratt</i>	Signature/Date <i>David Pratt</i> <i>12/10/2015</i>
U.S. EPA, Region 7, 11201 Renner Blvd., Lenexa, KS 66219	

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
CONFIDENTIALITY NOTICE

Facility Name <i>Country Club Estates</i>	
Facility Address <i>Irish Drive, Marion, IA 52302</i>	
Inspector (print) <i>David Pratt</i>	
U.S. EPA, Region VII, 901 N. 5th St., Kansas City, KS 66101	Date <i>12/09/2015</i>

The United States Environmental Protection Agency (EPA) is obligated, under the Freedom of Information Act, to release information collected during inspections to persons who submit requests for that information. The Freedom of Information Act does, however, have provisions that allow EPA to withhold certain confidential business information from public disclosure. To claim protection for information gathered during this inspection you must request that the information be held CONFIDENTIAL and substantiate your claim in writing by demonstrating that the information meets the requirements in 40 CFR 2, Subpart B. The following criteria in Subpart B must be met:

1. Your company has taken measures to protect the confidentiality of the information, and it intends to continue to take such measures.
2. No statute specifically requires disclosure of the information.
3. Disclosure of the information would cause substantial harm to your company's competitive position.

Information that you claim confidential will be held as such pending a determination of applicability by EPA.

I have received this Notice and <u>DO NOT</u> want to make a claim of confidentiality at this time.	
Facility Representative Provided Notice (print) <i>Todd Frazier</i>	Signature/Date <i>Todd Frazier</i> <i>12-10-15</i>

I have received this Notice and <u>DO</u> want to make a claim of confidentiality.	
Facility Representative Provided Notice (print)	Signature/Date

Information for which confidential treatment is requested:

**Notice of Potential
National Pollutant Discharge Elimination System (NPDES)
PERMIT VIOLATIONS**

Permittee (facility) Name and Address:

Country Club Estates, LLC
Irish Drive
Marion, IA 52302

Todd Frazier
CCE, LLC
3415 Mulberry Drive
Marion, IA 52302

NPDES Permit Number:

5306-5141 ; 24974-24715

During the Clean Water Act § 308 compliance inspection conducted on December 9-10, 2015
the potential NPDES permit violations noted below were found. Additional violations may be brought to
your attention following a complete review of the inspection report and other available information.

POTENTIAL NPDES PERMIT VIOLATIONS

- 1) Improper ^{maintenance} ~~maintenance~~ or lack of storm water BMPs.
- 2) Inadequate self-inspections performed on storm water BMPs.
- 3) Site specific SWPPP not developed for disturbed portion north of site #11.

REQUESTED ACTION: Within ten (10) days, please describe in writing any actions taken, or planned, to correct the potential violations identified above. Your response will be considered in the determination of the need for further administrative or legal action. Mail your description of corrective actions to your inspector at:

U.S. Environmental Protection Agency
ENST ENSV/EFCB
901 North 5th Street 300 Minnesota Avenue
Kansas City, Kansas 66101-2907

Inspector's printed name:

David Pratt

Inspector's signature:

David Pratt

Notice received by:

(name & title)

Todd Frazier, Owner

Date:

12/10/2015

Attachment 6 Page 1 of 1

Pratt, David

From: tfrazierhomes@yahoo.com
Sent: Sunday, December 20, 2015 12:25 PM
To: Pratt, David
Subject: 10 day response to audit
Attachments: 11th Addition Amended Grading 2015-12-15.pdf; EPA Response 12-20-15.docx; EPAresponse.pdf

Dear Mr. Pratt,

Please see the attached response to your audit at Country Club Estates.

If you need any additional information or if I have missed something, please let me know. Thanks again for the time you spent with me and I hope you had a safe trip back to Kansas City.

Regards,

Todd Frazier

Frazier Realty, Inc.
Frazier Homes, LLC
3415 Mulberry Drive
Marion, Iowa 52302
Licensed Real Estate Broker in the State of Iowa

319-929-5700 cell

tfrazierhomes@yahoo.com
www.frazierhomes.net

U.S. Environmental Protection Agency
Region 7 Kansas, Missouri, Iowa, Nebraska
300 Minnesota Avenue
Kansas City, Kansas 66101
Attention: Mr. David E. Pratt

Reference: 10 day response to potential permit violations resulting from audit at Country Club Estates 9th, 10th, and 11th Additions to Marion Iowa (NPDES permit #IA-5306-5141) and Irish Drive, Marion Iowa (NPDES permit #24974-24715). Audit date 12-9-15

Dear Mr. Pratt

Thank you for the time you spent with me during this audit. Please know that I intend to be fully compliant with the NPDES Permit. Further, as I hope you will see from this submission, I have taken a number of actions to address the matters you noted during your inspection and intent to make further changes as noted. Please understand that the week of the inspection, we were experiencing warmer temperatures and all the builders were racing to get as much concrete and sod work done before the cold shuts us down for the year. I'm not making excuses as it's my responsibility to be prepared for this but the site is normally much cleaner. Please see below as to the response to each item.

1. Improper maintenance or lack of storm water BMF's.
 - a. One silt sock undercut and silt fence overload: The corrections have been made. Please see the below pictures and notes on the attached Corrective Action Log.





b. Curb inlets: We have re-installed the curb inlets protection. The City of Marion asked that the socks be removed prior to your inspection to allow for clearing streets of snow. We had a large snow in late November melted prior to your inspection. Following your inspection we installed new socks that were cut down to size so snow plows will not hit them at the intake because of the flare in the street. We intend to leave these in place during the winter. However the city regularly clears the intakes of snow and ice to prevent ice build-up in the streets.



c. Area intake protection on East side of development: The area north of Country Club Estates 11th and the intake area on east side of development were the last areas disturbed. Below are the pictures showing the erosion control work that we planned prior to your inspection and implemented since. The seed and straw matting was installed on 12-12-15. The silt fence protecting the intakes was installed on 12-11-15.

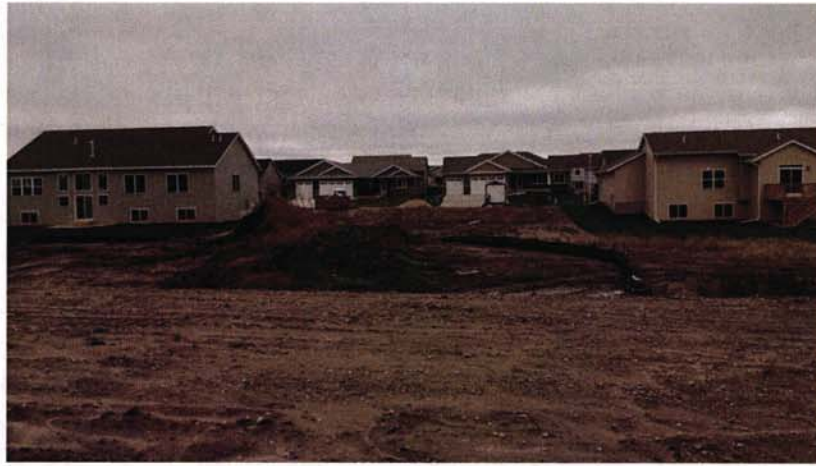


d. Silt fence around three top soil stockpiles:

North Stockpile: The farthest north stockpile was recently disturbed along with the area north of Country Club Estates 11th and the east side intakes. Prior to this recent disturbance, the stockpile was covered with stabilization. Silt fence has been installed after your inspection around the west, south, and east sides that do not have stabilization and has been seeded. The north side is the high side so no erosion can leave the silt fenced area.



Stockpile between West Williams and Battle Creek: This is the most active stock pile that builders access almost daily for top soil. Silt fencing has been installed on three sides leaving the high side open for access.



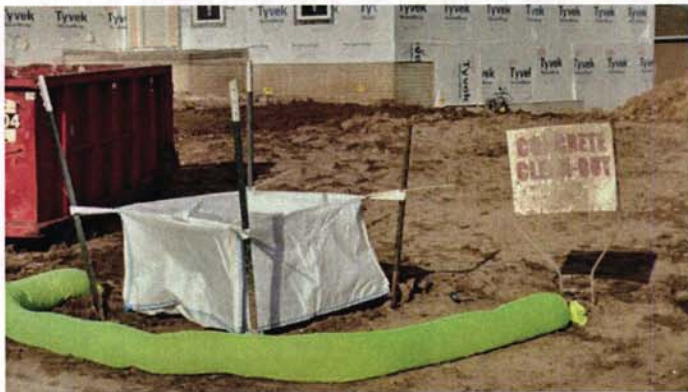
South Stockpile: This stockpile sits next to the farm field and is used frequently as well. Silt fencing also was installed on three sides leaving the high side open for access.



e. Concrete Washout: This site is very active and can have a washout bag filled from multiple builders pouring foundations on the same day. Following your inspection, all existing concrete washouts were replaced with new washout bags. In addition, silt socks have been installed around the washouts to help protect against overspray getting onto the streets.

I also have developed and am implementing a new policy that requires each builder to install and maintain a separate washout bag for each house under construction. I will schedule a time to meet with the city to coordinate the enforcement of this policy in Country Club Estates.

Another new policy that I have developed and am implementing is that each contractor purchasing a lot to construct a home will be required to execute an Assignment and Assumption Agreement to take responsibility for the NPDES Permit as to the lot purchased.



f. Following the inspection, the streets have been swept and needed, which we intend to continue to do on a timely basis. Further, we will direct all the contractors to maintain clean streets, drives and worksites.

g. Sign at entrance: We are having a sign made that will be installed when completed.

2. Inadequate self-inspections performed on storm water BMP's

- a. My inspection sheets have been revised to include the certification statement you recommended along with the Corrective Action Log. Further, I will be attending certification classes through the Iowa Storm Water Education Program. I do not have a date yet as the schedule is not shown for 2016 on the web site. I anticipate in the next 1-2 months having this complete.



- b. Please see the attached most recent Inspection Sheet, Corrective Action Log, updated Site Grading and Erosion Control Plans.
- c. Please see attached list of lot closing dates and Assignment and Assumption Agreements that have been forwarded by e-mail to Iowa DNR on 12-19-15.
- d. Also, I have developed a new construction schedule policy, which will provide more detail. This will be implemented as we undertake any new construction activity.
- e. Please see attached subcontractor certifications.

3. Site specific SWPPP not developed for disturbed portion north of Country Club Estates 11th Addition:

- a. This was the most recent disturbed area and the site specific SWPPP was overlooked. Please see the attached amendment to Country Club Estates 11th adding this portion.

Notes:

- Additional efforts to keep streets clean are the addition of straw mats along curb with heavy seeding. The intention is to promote stabilization as soon as possible while holding soils back from the street. This is being installed where homes are not currently being constructed. This is a photo of West Williams Drive which is part of Country Club Estates 10th Addition. The supplier has run out of straw mats for the winter season but I have located another supplier and will be installing the remainder as weather permits. As shown in the following photo, this has been installed except for a section left open on the right side of the picture for access to the top soil stockpile.



- You had asked for acres for this site and here is the breakdown given to me by my engineer:
 - o Total area of disturbance for the 9th, 10th, 11th Additions and the area to the north of the 11th Addition at 32 acres.
 - o 9 & 10 = 18 acres
 - o 11th Addition and grading to the north=14 acres

If there is any issue I have overlooked in this report or or if you need any additional information, please contact me by email at tfrazierhomes@yahoo.com or by cell phone at 319-929-5700.

Again, thank you for your time. I hope you recognize the efforts I have made to address the deficiencies you noted, as it is my intention to have a fully compliant site.

Sincerely,

Todd Frazier

Pratt, David

From: tfrazierhomes@yahoo.com
Sent: Wednesday, January 13, 2016 1:44 PM
To: Pratt, David
Subject: Update Country Club Estates
Attachments: EPA Update 1-13-16.docx

Reference: Country Club Estates (NPDES permit #5306-5141)

Mr. Pratt,

I wanted to let you know I have made additional efforts prior to the deep freeze! Brrrrr

Please see the attached. THANKS

Regards,

Todd Frazier

Frazier Realty, Inc.
Frazier Homes, LLC
3415 Mulberry Drive
Marion, Iowa 52302
Licensed Real Estate Broker in the State of Iowa

319-929-5700 cell

tfrazierhomes@yahoo.com
www.frazierhomes.net

U.S. Environmental Protection Agency
Region 7 Kansas, Missouri, Iowa, Nebraska
300 Minnesota Avenue
Kansas City, Kansas 66101
Attention: Mr. David E. Pratt

Reference: Country Club Estates 9th, 10th, and 11th Additions to Marion Iowa (NPDES permit #IA-5306-5141)

Dear Mr. Pratt

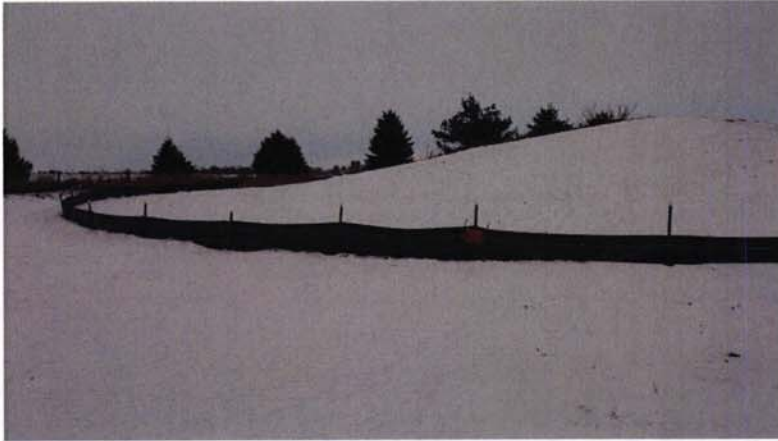
I wanted to bring you up to date on my efforts:

1. I added more seed and straw mat on both sides of Eastview 11th and south side of Bent Creek 10th. This will help prevent mud from getting into the street. I heavily seeded it with hopes that spring heat will produce quick stabilization.



Eastview (11th Addition) and Bent Creek (10th Addition) The north side is left open as builder who purchased lots is hoping to dig basements there soon.

2. I had to repair silt fence where neighbors removed stakes to allow their kids to sled on the top soil pile. Obviously I don't approve, so after making repairs and talking to neighbors, I installed "No Trespassing Signs". Also installed rubber caps on posts so a kid does not impale themselves if they ignore my signs.



3. The City has destroyed vertically all of my intake protection with heavy equipment removing snow from around intakes. The street plow did not hit them, it was a separate day when they bring equipment just for the purpose of clearing intakes. I anticipated this so with the straw mat and extra seed along curbs will help in the spring. I will purchase new socks and install in the spring as the ground begins to thaw.



4. I met with Steve Cooper (City of Marion) to discuss some policy ideas that I would like to implement in Country Club Estates. The meeting went very well and hope to have progress on some ideas.

5. Sounds like the ICCSPPI certification course will be held in Ankeny on February 26th, 2016. The company that sponsors this program is going through some changes so registration is not available for a couple weeks according to Pat Sauer (515-210-6619).

Thanks again and hope all is well with you.

Sincerely,

Todd Frazier



STORM WATER INSPECTION SHEET

Site Location Country Club Estates

☐ Routine Inspection

Amount and date of precipitation since last inspection _____

or

☒ Inspection within 24 hours of 0.5 inches or greater rainfall on 12/13/15 and morning of 12/14/15

Date of Inspection 12/14/15

Time of inspection and weather conditions 2:00

		YES	NO	If no, explain
1.	Erosion control practices shown on SWPPP in place and functioning? (mulch, seeding, blankets, etc.)	X		
2.	Sediment traps, barriers and basins shown on SWPPP clean and functioning properly?	X		
3.	Sediment controls shown on SWPPP in place at site perimeter and storm drain inlets?		X	Missing one intake sock north side of bent creek dr, CCE 10th
4.	Discharge points set out in SWPPP free of any noticeable pollutant discharges?	X		
5.	Sediment, mud and debris being cleaned from public roads? Is there a stable, rocked entrance at the site? Are there adequate provisions to prevent mud from tracking off site?		X	Need to sweep streets at block street intakes
6.	All exposed slopes protected from erosion through acceptable soil stabilization practices?	X		
7.	Temporary stockpiles or construction materials located in approved areas and protected from erosion?	X		
8.	Is the site seeded and mulched or blanketed? Includes dates seeded and estimated percentage of cover established.	X		
9.	Are dust control measures appropriately implemented?			None
10.	Material handling and storage, and equipment storage and maintenance areas shown on SWPPP clean and free of spills and leaks?	X		
11.	On-site traffic routes, parking and storage restricted to designated areas?			N/A
12.	Are all erosion control devices shown on SWPPP in place and functioning in accordance with the site's erosion control plan?	X	X	

Activities required: ① Add sock at intake north of bent creek drive. This is a rear yard intake. Swail and sloped areas have been seeded and straw mats installed previously. ② Sweep Streets ③ Add/replace concrete wash outs.

To be performed by: Todd Frazier

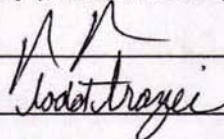
On or before: End of day 12-15-15

Additional observations:

INSPECTION REPORT CERTIFICATION STATEMENT

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure the qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who managed the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for known violations.

Inspected by (name, title and qualifications): Todd Frazier, Manager

Signature: 

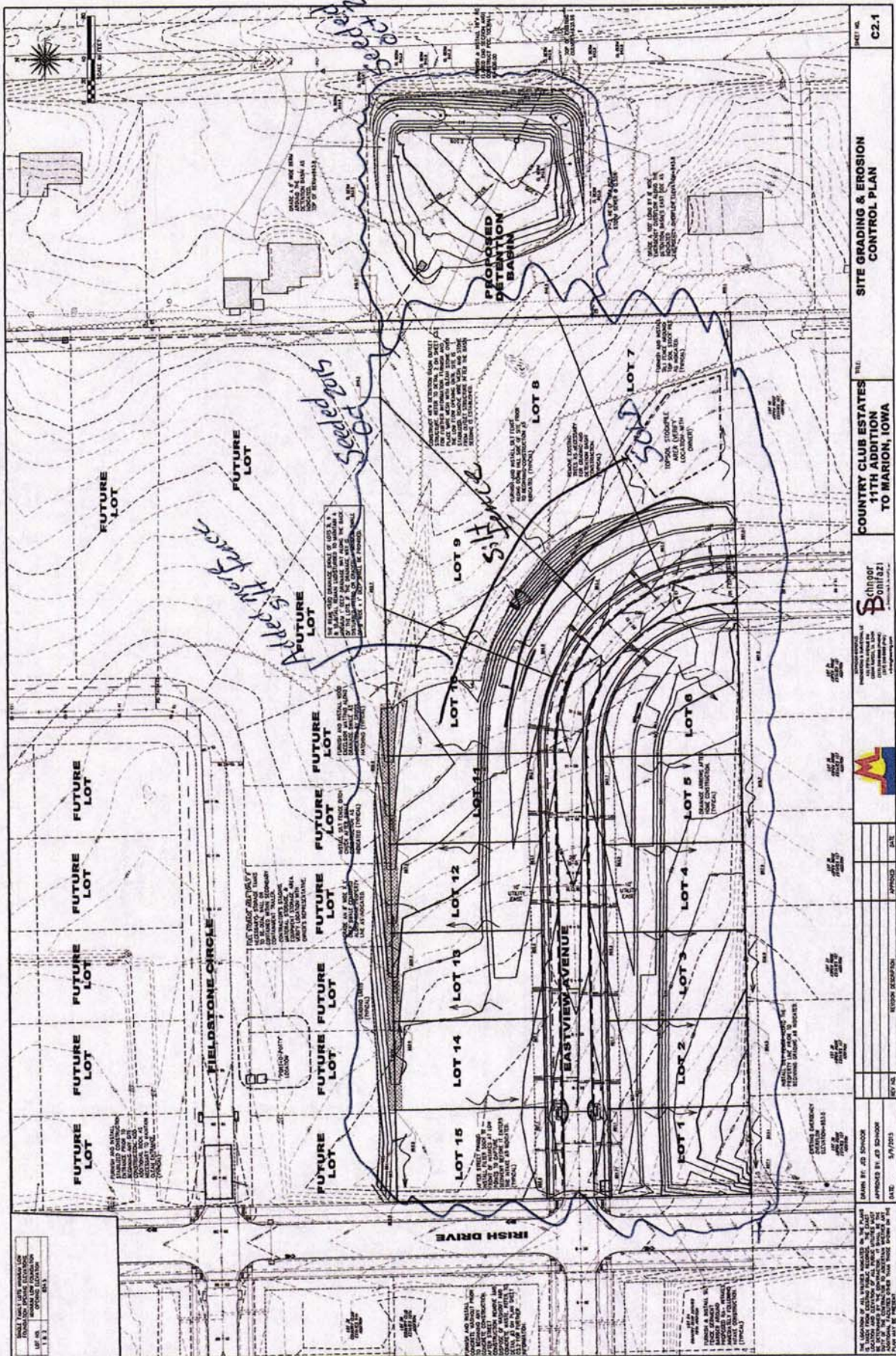
KEEP A COPY OF THIS SIGNED STORM WATER INSPECTION SHEET WITH THE STORM WATER POLLUTION PREVENTION PLAN.

CORRECTIVE ACTION LOG

Project Name: Country Club Estates

SWPPP Contact: Todd Frazier, Manager 319-929-5700

Inspection Date	Inspector Name(s)	Description of BMP Deficiency	Corrective Action Needed (Including Planned Date & Responsible Person)	Date Action Taken & Responsible Person
12-9-15		Silt sock under cut	Repair and add additional sock (12-12-15 Todd Frazier)	12-12-15 corrected Todd Frazier
12-9-15		Overloaded silt fence	Add silt sock at flared intake (12-12-15 Todd Frazier)	12-12-15 corrected Todd Frazier
12-9-15		Curb inlet protection	Removed for snow. Replace (12-12-15)	12-12-15 corrected Todd Frazier
12-9-15		Silt fence around top soil	Add silt fence around top soil stock piles leaving access on high side (12-11-15 Rathje)	12-11-15 all three stock piles protected Rathje
12-9-15		Add concrete wash outs & remove old	Remove existing wash outs Rathje 12-18-15 Add new washouts Frazier 12-18-15	12-18-15 both completed Rathje & Frazier
12-9-15		Sweep streets	Sweep streets (12-12-15 Frazier)	12-12-15 cleaned streets Frazier
12-9-15		Erosion control & seeding	Added straw mats on east side & seeded (12-12-15 Frazier)	12-12-15 completed Frazier
12-9-15		Sign at entry	Have sign made to be installed at entry (12-31-15 Frazier)	
12-14-15	Frazier	Add sock at intake north side of Bent Creek	Add Sock (12-15-15 Frazier)	12-15-15 completed Frazier
12-14-15	Frazier	Sweep streets	Sweep Streets (12-15-15 Frazier)	12-15-15 completed Frazier



CORRECTIVE ACTION LOG

Project Name: Irish Drive

SWPPP Contact: Todd Frazier, Manager 319-929-5700[illegible]

NOTICE OF DISCONTINUATION
OF A STORM WATER DISCHARGE
COVERED UNDER IOWA NPDES GENERAL PERMIT NO. 2
FOR CONSTRUCTION ACTIVITIES

Name of the owner or facility to which the storm water discharge general permit coverage was issued.

CCE, LLC

List the complete permit authorization number for the discharge. This number is provided on the bottom of the authorization sheet.

IA - 24974 --- 24715

List the date the construction site reached final stabilization.

11-30-15

The following certification must be signed in accordance with the signatory requirements of the general permit (see back side).

I certify under penalty of law that disturbed soils at the identified facility have been finally stabilized and temporary erosion and sediment control measures have been removed or will be removed at an appropriate time. I understand that by submitting this Notice of Discontinuation, I am no longer authorized to discharge storm water associated with industrial activity for construction activities by Iowa Department of Natural Resources NPDES General Permit No. 2 and that discharging pollutants from storm water associated with industrial activity to waters of the United States is unlawful under the Clean Water Act where the discharge is not authorized by an NPDES permit.

I further certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for known violations.

<u>Todd Frazier</u>	Name (print)	<u>Manager</u>	Title
<u>Todd Frazier</u>	Signature	<u>12-10-15</u>	Date

Return to:

Storm Water Coordinator
Department of Natural Resources
502 E. 9th Street
Des Moines, IA 50319-0034

(over)

*e-mailed
12-14-15
and mailed hard copy
12-14-15*

2015 Master Schedule

Development	Lot	Buyer	Address	Date Closed
CCE 9th				
	1		326 Battle Creek Drive	
	2		282 Battle Creek Drive	
	3	Burr Oak	260 Battle Creek Drive	04/09/15
	4	Rinkenberger	248 Battle Creek Drive	07/07/15
	5	JW	216 Battle Creek Drive	07/20/15
	6	Integrity	184 Battle Creek Drive	03/13/15
	7	Integrity	152 Battle Creek Drive	03/13/15
	8	Platten	120 Battle Creek Drive	07/17/15
	9		323 Battle Creek Drive	
	10		281 Battle Creek Drive	
	11	Lynn	269 Battle Creek Drive	11/14/14
	12	ST Homes	247 Battle Creek Drive	06/30/15
	13	ST Homes	225 Battle Creek Drive	04/09/15
	14	Integrity	203 Battle Creek Drive	03/13/15
	15	Integrity	171 Battle Creek Drive	03/13/15
	16	Integrity	149 Battle Creek Drive	03/13/15
	17		127 Battle Creek Drive	
	18		316 Saddleback Road	
	19	JW Home Builders	284 Saddleback Road	09/04/15
	20	Burr Oak	272 Saddleback Road	06/30/15
	21	Dahl	258 Saddleback Road	04/09/15
	22	Dahl	236 Saddleback Road	04/09/15
	23	Martin Combs	214 Saddleback Road	02/11/15
	24	JW Home Builders	192 Saddleback Road	04/24/15
	25	Casey Johannes	178 Saddleback Road	08/21/15
	26		156 Saddleback Road	
	27	Integrity	319 Saddleback Road	04/29/15
	28	Integrity	297 Saddleback Road	04/29/15
	29	Integrity	275 Saddleback Road	07/20/15
	30	Integrity	253 Saddleback Road	08/13/15
	31	Jared Wright	231 Saddleback Road	04/24/15
	32	JW Home Builders	219 Saddleback Road	10/15/15
	33	Integrity	207 Saddleback Road	03/13/15
	34	Integrity	195 Saddleback Road	10/16/15
	35	Integrity	173 Saddleback Road	10/16/15
	36		151 Saddleback Road	
CCE 10th				
	37		West Williams Drive	
	38		West Williams Drive	
	39		West Williams Drive	
	40		West Williams Drive	
	41		West Williams Drive	
	42		West Williams Drive	
	43		West Williams Drive	
	44		West Williams Drive	
	45		West Williams Drive	
	46		West Williams Drive	
	47	JW Home Builders	West Williams Drive	11/24/15
	48		West Williams Drive	
	49	Integrity	Bent Creek Drive	11/23/15

	50	Integrity	Bent Creek Drive	11/23/15
	51	Integrity	Bent Creek Drive	12/17/15
	52	Integrity	Bent Creek Drive	12/17/15
	53	Ambient	Bent Creek Drive	12/02/15
	54	Integrity	Bent Creek Drive	12/17/15
	55	Integrity	Bent Creek Drive	12/17/15
	56	Integrity	Bent Creek Drive	11/05/15
	57	Integrity	Bent Creek Drive	11/05/15
	58	Integrity	Bent Creek Drive	11/05/15
	59	Integrity	Bent Creek Drive	11/05/15
	60	Integrity	Bent Creek Drive	11/05/15
	61	Integrity	Bent Creek Drive	11/05/15
	62	Integrity	Bent Creek Drive	11/05/15
	63	Integrity	Bent Creek Drive	11/05/15
	64	Integrity	Bent Creek Drive	11/05/15
CCE 11th				
	1		Eastview Avenue	
	2		Eastview Avenue	
	3		Eastview Avenue	
	4		Eastview Avenue	
	5		Eastview Avenue	
	6		Eastview Avenue	
	7		Eastview Avenue	
	8		Eastview Avenue	
	9		Eastview Avenue	
	10		Eastview Avenue	
	11		Eastview Avenue	
	12		Eastview Avenue	
	13		Eastview Avenue	
	14		Eastview Avenue	
	15		Eastview Avenue	

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS Assignment and Assumption Agreement (this "Agreement") is between CCE, LLC ("Seller") Adam Stradt Construction LLC and Burr Oak LLC ("Buyer").

Pursuant to the terms of the Real Estate Purchase Agreement between Seller and Buyer for the property described as:

Lot 3 and 20, Country Club Estates Ninth Addition to Marion Iowa

(the "Property") and in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller hereby assigns to Buyer and Buyer hereby assumes from Seller the following:

A. NPDES Storm Water Discharge Permit (General Permit No. 2), Permit No IA-5306-5141 (the "NPDES Permit");

B. the pollution prevention plan; and

C. all obligations under or related to the NPDES Permit and the pollution prevention plan as the same pertain to, are required with respect to or otherwise applicable to the Property.

(collectively, the "Assigned Obligations").

In connection with the assignment and assumption of the Assigned Obligations:

1. Buyer acknowledges the following:

(a) Buyer has received a copy of the NPDES Permit, a copy of which is attached hereto as Exhibit A;

(b) The purchase of the Property by Buyer is subject to the obligation of Buyer to comply with the NPDES Permit and the pollution prevention plan as each is applicable to the Property; and

(c) Upon the transfer of the Property, as to the Property, Buyer shall be the sole permittee under the NPDES Permit and the pollution prevention plan and shall be solely responsible to comply with all the terms, provisions and requirements of both the NPDES Permit and the pollution prevention plan.

2. Buyer agrees to the following:

(a) Buyer shall develop and keep on the Property a pollution protection plan that is (i) specific to the Property, (ii) incorporates the requirements of the NPDES Permit applicable to the Property, (iii) is in addition to the Seller's pollution prevention plan for the Development, and (4) is designed to be in compliance with the NPDES Permit without reliance on or consideration of the Seller's pollution prevention plan for the Development;

(b) At all times Buyer shall prevent the loss, transfer or migration of any soil, silt, hazardous substance or solid waste from or beyond the boundaries of the Property; and

(c) Execute at the time of closing an Assignment and Assumption Agreement as to the NPDES Permit as to the Property.

3. Buyer agrees to protect, defend, indemnify and hold harmless the Seller from any damages, claims, liabilities, fines, penalties, cleanup costs and expenses, attorney fees and expenses, consultant fees and expenses and any other costs or expenses caused by any discharges from the Property or from any alleged violation after the date of transfer of the Property to Buyer of any and all NPDES Permits, IDNR Permit, and all applicable laws, rules, regulations, ordinances and other governmental orders with respect to any NPDES Permit and/or IDNR permit.

4. The obligations of Buyer under this Addendum shall survive the closing on and transfer of the Property to Buyer and shall be continuing obligations of Buyer thereafter.

5. This Agreement shall inure to the benefit of and shall be binding upon Seller, Buyer and their respective successors and assigns. This agreement may not be amended except in writing signed by all parties hereto.

This Assignment and Assumption Agreement is effective as of 12/17/15.

BUYER:

Name: [Signature]

Adam Grant Construction LLC p. Eric Oak LLC

SELLER:

Name: [Signature]

CCE, LLC Manager

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS Assignment and Assumption Agreement (this "Agreement") is between CCE, LLC ("Seller") Rinkenberger Home Builders, Inc. ("Buyer").

Pursuant to the terms of the Real Estate Purchase Agreement between Seller and Buyer for the property described as:

Lot 4, Country Club Estates Ninth Addition to Marion Iowa

(the "Property") and in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **Seller hereby assigns to Buyer and Buyer hereby assumes from Seller** the following:

A. NPDES Storm Water Discharge Permit (General Permit No. 2), Permit No IA-5306-5141 (the "NPDES Permit");

B. the pollution prevention plan; and

C. all obligations under or related to the NPDES Permit and the pollution prevention plan as the same pertain to, are required with respect to or otherwise applicable to the Property.

(collectively, the "Assigned Obligations").

In connection with the assignment and assumption of the Assigned Obligations:

1. Buyer acknowledges the following:

(a) Buyer has received a copy of the NPDES Permit, a copy of which is attached hereto as Exhibit A;

(b) The purchase of the Property by Buyer is subject to the obligation of Buyer to comply with the NPDES Permit and the pollution prevention plan as each is applicable to the Property; and

(c) Upon the transfer of the Property, as to the Property, Buyer shall be the sole permittee under the NPDES Permit and the pollution prevention plan and shall be solely responsible to comply with all the terms, provisions and requirements of both the NPDES Permit and the pollution prevention plan.

2. Buyer agrees to the following:

(a) Buyer shall develop and keep on the Property a pollution protection plan that is (i) specific to the Property, (ii) incorporates the requirements of the NPDES Permit applicable to the Property, (iii) is in addition to the Seller's pollution prevention plan for the Development, and (4) is designed to be in compliance with the NPDES Permit without reliance on or consideration of the Seller's pollution prevention plan for the Development;

(b) At all times Buyer shall prevent the loss, transfer or migration of any soil, silt, hazardous substance or solid waste from or beyond the boundaries of the Property; and

(c) Execute at the time of closing an Assignment and Assumption Agreement as to the NPDES Permit as to the Property.

3. Buyer agrees to protect, defend, indemnify and hold harmless the Seller from any damages, claims, liabilities, fines, penalties, cleanup costs and expenses, attorney fees and expenses, consultant fees and expenses and any other costs or expenses caused by any discharges from the Property or from any alleged violation after the date of transfer of the Property to Buyer of any and all NPDES Permits, IDNR Permit, and all applicable laws, rules, regulations, ordinances and other governmental orders with respect to any NPDES Permit and/or IDNR permit.

4. The obligations of Buyer under this Addendum shall survive the closing on and transfer of the Property to Buyer and shall be continuing obligations of Buyer thereafter.

5. This Agreement shall inure to the benefit of and shall be binding upon Seller, Buyer and their respective successors and assigns. This agreement may not be amended except in writing signed by all parties hereto.

This Assignment and Assumption Agreement is effective as of 12-18-2015.

BUYER:

Name: 

SELLER:

Name: 

12-18-15

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS Assignment and Assumption Agreement (this "Agreement") is between CCE, LLC ("Seller") JW Home Builders Series 1, LLC and JW Home Builders Series 2, LLC ("Buyer").

Pursuant to the terms of the Real Estate Purchase Agreement between Seller and Buyer for the property described as:

Lots 5, 19, 24, and 32, Country Club Estates Ninth Addition to Marion Iowa

Lot 47, Country Club Estates Tenth Addition to Marion Iowa

(the "Property") and in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **Seller hereby assigns to Buyer and Buyer hereby assumes from Seller** the following:

A. NPDES Storm Water Discharge Permit (General Permit No. 2), Permit No IA-5306-5141 (the "NPDES Permit");

B. the pollution prevention plan; and

C. all obligations under or related to the NPDES Permit and the pollution prevention plan as the same pertain to, are required with respect to or otherwise applicable to the Property.

(collectively, the "Assigned Obligations").

In connection with the assignment and assumption of the Assigned Obligations:

1. Buyer acknowledges the following:

(a) Buyer has received a copy of the NPDES Permit, a copy of which is attached hereto as Exhibit A;

(b) The purchase of the Property by Buyer is subject to the obligation of Buyer to comply with the NPDES Permit and the pollution prevention plan as each is applicable to the Property; and

(c) Upon the transfer of the Property, as to the Property, Buyer shall be the sole permittee under the NPDES Permit and the pollution prevention plan and shall be solely responsible to comply with all the terms, provisions and requirements of both the NPDES Permit and the pollution prevention plan.

2. Buyer agrees to the following:

(a) Buyer shall develop and keep on the Property a pollution protection plan that is (i) specific to the Property, (ii) incorporates the requirements of the NPDES Permit applicable to the Property, (iii) is in addition to the Seller's pollution prevention plan for the Development, and (4) is designed to be in compliance with the NPDES Permit without reliance on or consideration of the Seller's pollution prevention plan for the Development;

(b) At all times Buyer shall prevent the loss, transfer or migration of any soil, silt, hazardous substance or solid waste from or beyond the boundaries of the Property; and

(c) Execute at the time of closing an Assignment and Assumption Agreement as to the NPDES Permit as to the Property.

3. Buyer agrees to protect, defend, indemnify and hold harmless the Seller from any damages, claims, liabilities, fines, penalties, cleanup costs and expenses, attorney fees and expenses, consultant fees and expenses and any other costs or expenses caused by any discharges from the Property or from any alleged violation after the date of transfer of the Property to Buyer of any and all NPDES Permits, IDNR Permit, and all applicable laws, rules, regulations, ordinances and other governmental orders with respect to any NPDES Permit and/or IDNR permit.

4. The obligations of Buyer under this Addendum shall survive the closing on and transfer of the Property to Buyer and shall be continuing obligations of Buyer thereafter.

5. This Agreement shall inure to the benefit of and shall be binding upon Seller, Buyer and their respective successors and assigns. This agreement may not be amended except in writing signed by all parties hereto.

This Assignment and Assumption Agreement is effective as of 12-17-15.

BUYER:

Name: [Signature]

SELLER:

Name: [Signature]

CCE, LLC

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS Assignment and Assumption Agreement (this "Agreement") is between CCE, LLC ("Seller") and Integrity Custom Homes, Inc. ("Buyer").

Pursuant to the terms of the Real Estate Purchase Agreement between Seller and Buyer for the property described as:

Lots 6,7,14,15,16,27,28,29,30,33,34, and 35, Country Club Estates Ninth Addition to Marion Iowa

Lots 49,50,51,52,54,55,56,57,58,59,60,61,62,63, and 64, Country Club Estates Tenth Addition to Marion Iowa

(the "Property") and in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller hereby assigns to Buyer and Buyer hereby assumes from Seller the following:

A. NPDES Storm Water Discharge Permit (General Permit No. 2), Permit No IA-5306-5141 (the "NPDES Permit");

B. the pollution prevention plan; and

C. all obligations under or related to the NPDES Permit and the pollution prevention plan as the same pertain to, are required with respect to or otherwise applicable to the Property.

(collectively, the "Assigned Obligations").

In connection with the assignment and assumption of the Assigned Obligations:

1. Buyer acknowledges the following:

(a) Buyer has received a copy of the NPDES Permit, a copy of which is attached hereto as Exhibit A;

(b) The purchase of the Property by Buyer is subject to the obligation of Buyer to comply with the NPDES Permit and the pollution prevention plan as each is applicable to the Property; and

(c) Upon the transfer of the Property, as to the Property, Buyer shall be the sole permittee under the NPDES Permit and the pollution prevention plan and shall be solely responsible to comply with all the terms, provisions and requirements of both the NPDES Permit and the pollution prevention plan.

2. Buyer agrees to the following:

(a) Buyer shall develop and keep on the Property a pollution protection plan that is (i) specific to the Property, (ii) incorporates the requirements of the NPDES Permit applicable to the Property, (iii) is in addition to the Seller's pollution prevention plan for the Development, and (4) is designed to be in compliance with the NPDES Permit without reliance on or consideration of the Seller's pollution

prevention plan for the Development;

(b) At all times Buyer shall prevent the loss, transfer or migration of any soil, silt, hazardous substance or solid waste from or beyond the boundaries of the Property; and

(c) Execute at the time of closing an Assignment and Assumption Agreement as to the NPDES Permit as to the Property.

3. Buyer agrees to protect, defend, indemnify and hold harmless the Seller from any damages, claims, liabilities, fines, penalties, cleanup costs and expenses, attorney fees and expenses, consultant fees and expenses and any other costs or expenses caused by any discharges from the Property or from any alleged violation after the date of transfer of the Property to Buyer of any and all NPDES Permits, IDNR Permit, and all applicable laws, rules, regulations, ordinances and other governmental orders with respect to any NPDES Permit and/or IDNR permit.

4. The obligations of Buyer under this Addendum shall survive the closing on and transfer of the Property to Buyer and shall be continuing obligations of Buyer thereafter.

5. This Agreement shall inure to the benefit of and shall be binding upon Seller, Buyer and their respective successors and assigns. This agreement may not be amended except in writing signed by all parties hereto.

This Assignment and Assumption Agreement is effective as of 12-17-15.

BUYER:

Name: [Signature]

INTEGRITY CUSTOM HOMES

SELLER:

Name: [Signature]

CCE, LLC manager

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS Assignment and Assumption Agreement (this "Agreement") is between CCE, LLC ("Seller") Jeff and Michelle Platten ("Buyer").

Pursuant to the terms of the Real Estate Purchase Agreement between Seller and Buyer for the property described as:

Lot 8, Country Club Estates Ninth Addition to Marion Iowa

(the "Property") and in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **Seller hereby assigns to Buyer and Buyer hereby assumes from Seller** the following:

A. NPDES Storm Water Discharge Permit (General Permit No. 2), Permit No IA-5306-5141 (the "NPDES Permit");

B. the pollution prevention plan; and

C. all obligations under or related to the NPDES Permit and the pollution prevention plan as the same pertain to, are required with respect to or otherwise applicable to the Property.

(collectively, the "Assigned Obligations").

In connection with the assignment and assumption of the Assigned Obligations:

1. Buyer acknowledges the following:

(a) Buyer has received a copy of the NPDES Permit, a copy of which is attached hereto as Exhibit A;

(b) The purchase of the Property by Buyer is subject to the obligation of Buyer to comply with the NPDES Permit and the pollution prevention plan as each is applicable to the Property; and

(c) Upon the transfer of the Property, as to the Property, Buyer shall be the sole permittee under the NPDES Permit and the pollution prevention plan and shall be solely responsible to comply with all the terms, provisions and requirements of both the NPDES Permit and the pollution prevention plan.

2. Buyer agrees to the following:

(a) Buyer shall develop and keep on the Property a pollution protection plan that is (i) specific to the Property, (ii) incorporates the requirements of the NPDES Permit applicable to the Property, (iii) is in addition to the Seller's pollution prevention plan for the Development, and (4) is designed to be in compliance with the NPDES Permit without reliance on or consideration of the Seller's pollution prevention plan for the Development;

(b) At all times Buyer shall prevent the loss, transfer or migration of any soil, silt, hazardous

(c) Execute at the time of closing an Assignment and Assumption Agreement as to the NPDES Permit as to the Property.

3. Buyer agrees to protect, defend, indemnify and hold harmless the Seller from any damages, claims, liabilities, fines, penalties, cleanup costs and expenses, attorney fees and expenses, consultant fees and expenses and any other costs or expenses caused by any discharges from the Property or from any alleged violation after the date of transfer of the Property to Buyer of any and all NPDES Permits, IDNR Permit, and all applicable laws, rules, regulations, ordinances and other governmental orders with respect to any NPDES Permit and/or IDNR permit.

4. The obligations of Buyer under this Addendum shall survive the closing on and transfer of the Property to Buyer and shall be continuing obligations of Buyer thereafter.

5. This Agreement shall inure to the benefit of and shall be binding upon Seller, Buyer and their respective successors and assigns. This agreement may not be amended except in writing signed by all parties hereto.

This Assignment and Assumption Agreement is effective as of 12-17-15.

BUYER:

Name: [Signature]

SELLER:

Name: [Signature]

CCE, LLC

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS Assignment and Assumption Agreement (this "Agreement") is between CCE, LLC ("Seller") Leroy J Lynn, II and Crystal Lynn ("Buyer").

Pursuant to the terms of the Real Estate Purchase Agreement between Seller and Buyer for the property described as:

Lot 11, Country Club Estates Ninth Addition to Marion Iowa

(the "Property") and in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **Seller hereby assigns to Buyer and Buyer hereby assumes from Seller** the following:

A. NPDES Storm Water Discharge Permit (General Permit No. 2), Permit No IA-5306-5141 (the "NPDES Permit");

B. the pollution prevention plan; and

C. all obligations under or related to the NPDES Permit and the pollution prevention plan as the same pertain to, are required with respect to or otherwise applicable to the Property.

(collectively, the "Assigned Obligations").

In connection with the assignment and assumption of the Assigned Obligations:

1. Buyer acknowledges the following:

(a) Buyer has received a copy of the NPDES Permit, a copy of which is attached hereto as Exhibit A;

(b) The purchase of the Property by Buyer is subject to the obligation of Buyer to comply with the NPDES Permit and the pollution prevention plan as each is applicable to the Property; and

(c) Upon the transfer of the Property, as to the Property, Buyer shall be the sole permittee under the NPDES Permit and the pollution prevention plan and shall be solely responsible to comply with all the terms, provisions and requirements of both the NPDES Permit and the pollution prevention plan.

2. Buyer agrees to the following:

(a) Buyer shall develop and keep on the Property a pollution protection plan that is (i) specific to the Property, (ii) incorporates the requirements of the NPDES Permit applicable to the Property, (iii) is in addition to the Seller's pollution prevention plan for the Development, and (4) is designed to be in compliance with the NPDES Permit without reliance on or consideration of the Seller's pollution prevention plan for the Development;

(b) At all times Buyer shall prevent the loss, transfer or migration of any soil, silt, hazardous substance or solid waste from or beyond the boundaries of the Property; and

(c) Execute at the time of closing an Assignment and Assumption Agreement as to the NPDES Permit as to the Property.

3. Buyer agrees to protect, defend, indemnify and hold harmless the Seller from any damages, claims, liabilities, fines, penalties, cleanup costs and expenses, attorney fees and expenses, consultant fees and expenses and any other costs or expenses caused by any discharges from the Property or from any alleged violation after the date of transfer of the Property to Buyer of any and all NPDES Permits, IDNR Permit, and all applicable laws, rules, regulations, ordinances and other governmental orders with respect to any NPDES Permit and/or IDNR permit.

4. The obligations of Buyer under this Addendum shall survive the closing on and transfer of the Property to Buyer and shall be continuing obligations of Buyer thereafter.

5. This Agreement shall inure to the benefit of and shall be binding upon Seller, Buyer and their respective successors and assigns. This agreement may not be amended except in writing signed by all parties hereto.

This Assignment and Assumption Agreement is effective as of 12-17-15.

BUYER:

Name: James Lynn

[Signature]

SELLER:

Name: [Signature]

CCE, LLC Manager

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS Assignment and Assumption Agreement (this "Agreement") is between CCE, LLC ("Seller") ST Homes, LLC ("Buyer").

Pursuant to the terms of the Real Estate Purchase Agreement between Seller and Buyer for the property described as:

Lot 12 and 13, Country Club Estates Ninth Addition to Marion Iowa

(the "Property") and in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **Seller hereby assigns to Buyer and Buyer hereby assumes from Seller** the following:

A. NPDES Storm Water Discharge Permit (General Permit No. 2), Permit No IA-5306-5141 (the "NPDES Permit");

B. the pollution prevention plan; and

C. all obligations under or related to the NPDES Permit and the pollution prevention plan as the same pertain to, are required with respect to or otherwise applicable to the Property.

(collectively, the "Assigned Obligations").

In connection with the assignment and assumption of the Assigned Obligations:

1. Buyer acknowledges the following:

(a) Buyer has received a copy of the NPDES Permit, a copy of which is attached hereto as Exhibit A;

(b) The purchase of the Property by Buyer is subject to the obligation of Buyer to comply with the NPDES Permit and the pollution prevention plan as each is applicable to the Property; and

(c) Upon the transfer of the Property, as to the Property, Buyer shall be the sole permittee under the NPDES Permit and the pollution prevention plan and shall be solely responsible to comply with all the terms, provisions and requirements of both the NPDES Permit and the pollution prevention plan.

2. Buyer agrees to the following:

(a) Buyer shall develop and keep on the Property a pollution protection plan that is (i) specific to the Property, (ii) incorporates the requirements of the NPDES Permit applicable to the Property, (iii) is in addition to the Seller's pollution prevention plan for the Development, and (4) is designed to be in compliance with the NPDES Permit without reliance on or consideration of the Seller's pollution prevention plan for the Development;

(b) At all times Buyer shall prevent the loss, transfer or migration of any soil, silt, hazardous substance or solid waste from or beyond the boundaries of the Property; and

(c) Execute at the time of closing an Assignment and Assumption Agreement as to the NPDES Permit as to the Property.

3. Buyer agrees to protect, defend, indemnify and hold harmless the Seller from any damages, claims, liabilities, fines, penalties, cleanup costs and expenses, attorney fees and expenses, consultant fees and expenses and any other costs or expenses caused by any discharges from the Property or from any alleged violation after the date of transfer of the Property to Buyer of any and all NPDES Permits, IDNR Permit, and all applicable laws, rules, regulations, ordinances and other governmental orders with respect to any NPDES Permit and/or IDNR permit.

4. The obligations of Buyer under this Addendum shall survive the closing on and transfer of the Property to Buyer and shall be continuing obligations of Buyer thereafter.

5. This Agreement shall inure to the benefit of and shall be binding upon Seller, Buyer and their respective successors and assigns. This agreement may not be amended except in writing signed by all parties hereto.

This Assignment and Assumption Agreement is effective as of

12/18/15

BUYER:

Name:

ST. HENRIS

SD

SELLER:

Name:

Scott Hargis
CCE, LLC manager

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS Assignment and Assumption Agreement (this "Agreement") is between CCE, LLC ("Seller") Dahl Custom Homes, LLC ("Buyer").

Pursuant to the terms of the Real Estate Purchase Agreement between Seller and Buyer for the property described as:

Lot 21 and 22, Country Club Estates Ninth Addition to Marion Iowa

(the "Property") and in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **Seller hereby assigns to Buyer and Buyer hereby assumes from Seller** the following:

A. NPDES Storm Water Discharge Permit (General Permit No. 2), Permit No IA-5306-5141 (the "NPDES Permit");

B. the pollution prevention plan; and

C. all obligations under or related to the NPDES Permit and the pollution prevention plan as the same pertain to, are required with respect to or otherwise applicable to the Property.

(collectively, the "Assigned Obligations").

In connection with the assignment and assumption of the Assigned Obligations:

1. Buyer acknowledges the following:

(a) Buyer has received a copy of the NPDES Permit, a copy of which is attached hereto as Exhibit A;

(b) The purchase of the Property by Buyer is subject to the obligation of Buyer to comply with the NPDES Permit and the pollution prevention plan as each is applicable to the Property; and

(c) Upon the transfer of the Property, as to the Property, Buyer shall be the sole permittee under the NPDES Permit and the pollution prevention plan and shall be solely responsible to comply with all the terms, provisions and requirements of both the NPDES Permit and the pollution prevention plan.

2. Buyer agrees to the following:

(a) Buyer shall develop and keep on the Property a pollution protection plan that is (i) specific to the Property, (ii) incorporates the requirements of the NPDES Permit applicable to the Property, (iii) is in addition to the Seller's pollution prevention plan for the Development, and (4) is designed to be in compliance with the NPDES Permit without reliance on or consideration of the Seller's pollution prevention plan for the Development;

(b) At all times Buyer shall prevent the loss, transfer or migration of any soil, silt, hazardous substance or solid waste from or beyond the boundaries of the Property; and

(c) Execute at the time of closing an Assignment and Assumption Agreement as to the NPDES Permit as to the Property.

3. Buyer agrees to protect, defend, indemnify and hold harmless the Seller from any damages, claims, liabilities, fines, penalties, cleanup costs and expenses, attorney fees and expenses, consultant fees and expenses and any other costs or expenses caused by any discharges from the Property or from any alleged violation after the date of transfer of the Property to Buyer of any and all NPDES Permits, IDNR Permit, and all applicable laws, rules, regulations, ordinances and other governmental orders with respect to any NPDES Permit and/or IDNR permit.

4. The obligations of Buyer under this Addendum shall survive the closing on and transfer of the Property to Buyer and shall be continuing obligations of Buyer thereafter.

5. This Agreement shall inure to the benefit of and shall be binding upon Seller, Buyer and their respective successors and assigns. This agreement may not be amended except in writing signed by all parties hereto.

This Assignment and Assumption Agreement is effective as of 12-18-2015.

BUYER:

Name:

Dick Gustafson Homes LLC
Brian D. Dick

SELLER:

Name:

Scott Hargis manager
CCE, LLC

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS Assignment and Assumption Agreement (this "Agreement") is between CCE, LLC ("Seller") Casey Johannes Construction, Inc. ("Buyer").

Pursuant to the terms of the Real Estate Purchase Agreement between Seller and Buyer for the property described as:

Lot 25, Country Club Estates Ninth Addition to Marion Iowa

(the "Property") and in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller hereby assigns to Buyer and Buyer hereby assumes from Seller the following:

A. NPDES Storm Water Discharge Permit (General Permit No. 2), Permit No IA-5306-5141 (the "NPDES Permit");

B. the pollution prevention plan; and

C. all obligations under or related to the NPDES Permit and the pollution prevention plan as the same pertain to, are required with respect to or otherwise applicable to the Property.

(collectively, the "Assigned Obligations").

In connection with the assignment and assumption of the Assigned Obligations:

1. Buyer acknowledges the following:

(a) Buyer has received a copy of the NPDES Permit, a copy of which is attached hereto as Exhibit A;

(b) The purchase of the Property by Buyer is subject to the obligation of Buyer to comply with the NPDES Permit and the pollution prevention plan as each is applicable to the Property; and

(c) Upon the transfer of the Property, as to the Property, Buyer shall be the sole permittee under the NPDES Permit and the pollution prevention plan and shall be solely responsible to comply with all the terms, provisions and requirements of both the NPDES Permit and the pollution prevention plan.

2. Buyer agrees to the following:

(a) Buyer shall develop and keep on the Property a pollution protection plan that is (i) specific to the Property, (ii) incorporates the requirements of the NPDES Permit applicable to the Property, (iii) is in addition to the Seller's pollution prevention plan for the Development, and (4) is designed to be in compliance with the NPDES Permit without reliance on or consideration of the Seller's pollution prevention plan for the Development;

(b) At all times Buyer shall prevent the loss, transfer or migration of any soil, silt, hazardous substance or solid waste from or beyond the boundaries of the Property; and

(c) Execute at the time of closing an Assignment and Assumption Agreement as to the NPDES Permit as to the Property.

3. Buyer agrees to protect, defend, indemnify and hold harmless the Seller from any damages, claims, liabilities, fines, penalties, cleanup costs and expenses, attorney fees and expenses, consultant fees and expenses and any other costs or expenses caused by any discharges from the Property or from any alleged violation after the date of transfer of the Property to Buyer of any and all NPDES Permits, IDNR Permit, and all applicable laws, rules, regulations, ordinances and other governmental orders with respect to any NPDES Permit and/or IDNR permit.

4. The obligations of Buyer under this Addendum shall survive the closing on and transfer of the Property to Buyer and shall be continuing obligations of Buyer thereafter.

5. This Agreement shall inure to the benefit of and shall be binding upon Seller, Buyer and their respective successors and assigns. This agreement may not be amended except in writing signed by all parties hereto.

This Assignment and Assumption Agreement is effective as of 12-17-15.

BUYER:

Name: [Signature]

SELLER:

Name: [Signature]

CCE, LLC

Manager

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS Assignment and Assumption Agreement (this "Agreement") is between CCE, LLC ("Seller") Jared Wright ("Buyer").

Pursuant to the terms of the Real Estate Purchase Agreement between Seller and Buyer for the property described as:

Lot 31, Country Club Estates Ninth Addition to Marion Iowa

(the "Property") and in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **Seller hereby assigns to Buyer and Buyer hereby assumes from Seller** the following:

A. NPDES Storm Water Discharge Permit (General Permit No. 2), Permit No IA-5306-5141 (the "NPDES Permit");

B. the pollution prevention plan; and

C. all obligations under or related to the NPDES Permit and the pollution prevention plan as the same pertain to, are required with respect to or otherwise applicable to the Property.

(collectively, the "Assigned Obligations").

In connection with the assignment and assumption of the Assigned Obligations:

1. Buyer acknowledges the following:

(a) Buyer has received a copy of the NPDES Permit, a copy of which is attached hereto as Exhibit A;

(b) The purchase of the Property by Buyer is subject to the obligation of Buyer to comply with the NPDES Permit and the pollution prevention plan as each is applicable to the Property; and

(c) Upon the transfer of the Property, as to the Property, Buyer shall be the sole permittee under the NPDES Permit and the pollution prevention plan and shall be solely responsible to comply with all the terms, provisions and requirements of both the NPDES Permit and the pollution prevention plan.

2. Buyer agrees to the following:

(a) Buyer shall develop and keep on the Property a pollution protection plan that is (i) specific to the Property, (ii) incorporates the requirements of the NPDES Permit applicable to the Property, (iii) is in addition to the Seller's pollution prevention plan for the Development, and (4) is designed to be in compliance with the NPDES Permit without reliance on or consideration of the Seller's pollution prevention plan for the Development;

(b) At all times Buyer shall prevent the loss, transfer or migration of any soil, silt, hazardous substance or solid waste from or beyond the boundaries of the Property; and

(c) Execute at the time of closing an Assignment and Assumption Agreement as to the NPDES Permit as to the Property.

3. Buyer agrees to protect, defend, indemnify and hold harmless the Seller from any damages, claims, liabilities, fines, penalties, cleanup costs and expenses, attorney fees and expenses, consultant fees and expenses and any other costs or expenses caused by any discharges from the Property or from any alleged violation after the date of transfer of the Property to Buyer of any and all NPDES Permits, IDNR Permit, and all applicable laws, rules, regulations, ordinances and other governmental orders with respect to any NPDES Permit and/or IDNR permit.

4. The obligations of Buyer under this Addendum shall survive the closing on and transfer of the Property to Buyer and shall be continuing obligations of Buyer thereafter.

5. This Agreement shall inure to the benefit of and shall be binding upon Seller, Buyer and their respective successors and assigns. This agreement may not be amended except in writing signed by all parties hereto.

This Assignment and Assumption Agreement is effective as of 12-17-15.

BUYER:

Name: [Signature]

SELLER:

Name: [Signature]

CCF, LLC

manager

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS Assignment and Assumption Agreement (this "Agreement") is between CCE, LLC ("Seller") and Ambient Outdoor Creations, LLC ("Buyer").

Pursuant to the terms of the Real Estate Purchase Agreement between Seller and Buyer for the property described as:

Lots 53, Country Club Estates Tenth Addition to Marion Iowa

(the "Property") and in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **Seller hereby assigns to Buyer and Buyer hereby assumes from Seller** the following:

A. NPDES Storm Water Discharge Permit (General Permit No. 2), Permit No IA-5306-5141 (the "NPDES Permit");

B. the pollution prevention plan; and

C. all obligations under or related to the NPDES Permit and the pollution prevention plan as the same pertain to, are required with respect to or otherwise applicable to the Property.

(collectively, the "Assigned Obligations").

In connection with the assignment and assumption of the Assigned Obligations:

1. Buyer acknowledges the following:

(a) Buyer has received a copy of the NPDES Permit, a copy of which is attached hereto as Exhibit A;

(b) The purchase of the Property by Buyer is subject to the obligation of Buyer to comply with the NPDES Permit and the pollution prevention plan as each is applicable to the Property; and

(c) Upon the transfer of the Property, as to the Property, Buyer shall be the sole permittee under the NPDES Permit and the pollution prevention plan and shall be solely responsible to comply with all the terms, provisions and requirements of both the NPDES Permit and the pollution prevention plan.

2. Buyer agrees to the following:

(a) Buyer shall develop and keep on the Property a pollution protection plan that is (i) specific to the Property, (ii) incorporates the requirements of the NPDES Permit applicable to the Property, (iii) is in addition to the Seller's pollution prevention plan for the Development, and (4) is designed to be in compliance with the NPDES Permit without reliance on or consideration of the Seller's pollution prevention plan for the Development;

(b) At all times Buyer shall prevent the loss, transfer or migration of any soil, silt, hazardous

substance or solid waste from or beyond the boundaries of the Property; and

(c) Execute at the time of closing an Assignment and Assumption Agreement as to the NPDES Permit as to the Property.

3. Buyer agrees to protect, defend, indemnify and hold harmless the Seller from any damages, claims, liabilities, fines, penalties, cleanup costs and expenses, attorney fees and expenses, consultant fees and expenses and any other costs or expenses caused by any discharges from the Property or from any alleged violation after the date of transfer of the Property to Buyer of any and all NPDES Permits, IDNR Permit, and all applicable laws, rules, regulations, ordinances and other governmental orders with respect to any NPDES Permit and/or IDNR permit.

4. The obligations of Buyer under this Addendum shall survive the closing on and transfer of the Property to Buyer and shall be continuing obligations of Buyer thereafter.

5. This Agreement shall inure to the benefit of and shall be binding upon Seller, Buyer and their respective successors and assigns. This agreement may not be amended except in writing signed by all parties hereto.

This Assignment and Assumption Agreement is effective as of 12/17/15.

BUYER:

Name: Ambient Outdoor
Creations

SELLER:

Name: David Frazier manager
ACE, LLC

IRISH DRIVE
MARION, IOWA

PROJECT NO. 13125
JANUARY 2, 2014

STORM WATER POLLUTION PREVENTION PLAN

CONTRACTOR/SUBCONTRACTOR CERTIFICATION

NAME OF PROJECT: IRISH DRIVE, MARION, IOWA

"I certify under penalty of law that I understand the terms and conditions of the General National Pollutant Discharge Elimination System (NPDES) permit that authorizes the stormwater discharges associated with industrial activity from the construction site as part of this certification. Further, by my signature, I understand that I am becoming a co-permittee, along with the Owner(s) and other contractors and subcontractors signing such certifications, the Iowa Department of Natural Resources NPDES General Permit No. 2 for "Stormwater Discharge Associated with Industrial Activity for Construction Activities" at the identified site. As a co-permittee, I understand that I, and my Company, are legally required under the Clean Water Act and the Code of Iowa, to ensure compliance with the terms and conditions of the Stormwater Pollution Prevention Plan developed under this NPDES permit and the terms of the NPDES permit."

Jon RATHJE VP
NAME TITLE

RATHJE CONSTRUCTION Co 319-377-3175
COMPANY NAME TELEPHONE NO.

305 44th ST Marion IA 52302
COMPANY ADDRESS

[Signature] 12-17-15
SIGNATURE DATE

KEEP A COPY OF THIS SIGNED CERTIFICATION WITH THE STORM WATER POLLUTION PREVENTION PLAN.

COUNTRY CLUB ESTATES 9th & 10th ADDITION
MARION, IOWA

PROJECT NO. 14012
MARCH 21, 2014

STORM WATER POLLUTION PREVENTION PLAN

CONTRACTOR/SUBCONTRACTOR CERTIFICATION

NAME OF PROJECT: COUNTRY CLUB ESTATES 9th & 10th ADDITION

"I certify under penalty of law that I understand the terms and conditions of the General National Pollutant Discharge Elimination System (NPDES) permit that authorizes the stormwater discharges associated with industrial activity from the construction site as part of this certification. Further, by my signature, I understand that I am becoming a co-permittee, along with the Owner(s) and other contractors and subcontractors signing such certifications, the Iowa Department of Natural Resources NPDES General Permit No. 2 for "Stormwater Discharge Associated with Industrial Activity for Construction Activities" at the identified site. As a co-permittee, I understand that I, and my Company, are legally required under the Clean Water Act and the Code of Iowa, to ensure compliance with the terms and conditions of the Stormwater Pollution Prevention Plan developed under this NPDES permit and the terms of the NPDES permit."

Jon RATHKE VP
NAME TITLE

RATHKE Construction Co. 319-377-3179
COMPANY NAME TELEPHONE NO.

305 44th ST Marion IA 52302
COMPANY ADDRESS

Jon Rathke 12-17-15
SIGNATURE DATE

KEEP A COPY OF THIS SIGNED CERTIFICATION WITH THE STORM WATER POLLUTION PREVENTION PLAN.

COUNTRY CLUB ESTATES 11th ADDITION
MARION, IOWA

PROJECT NO. 15008
APRIL 23, 2015

STORM WATER POLLUTION PREVENTION PLAN

CONTRACTOR/SUBCONTRACTOR CERTIFICATION

NAME OF PROJECT: COUNTRY CLUB ESTATES 11th ADDITION

"I certify under penalty of law that I understand the terms and conditions of the General National Pollutant Discharge Elimination System (NPDES) permit that authorizes the stormwater discharges associated with industrial activity from the construction site as part of this certification. Further, by my signature, I understand that I am becoming a co-permittee, along with the Owner(s) and other contractors and subcontractors signing such certifications, the Iowa Department of Natural Resources NPDES General Permit No. 2 for "Stormwater Discharge Associated with Industrial Activity for Construction Activities" at the identified site. As a co-permittee, I understand that I, and my Company, are legally required under the Clean Water Act and the Code of Iowa, to ensure compliance with the terms and conditions of the Stormwater Pollution Prevention Plan developed under this NPDES permit and the terms of the NPDES permit."

Jon RATHE VP
NAME TITLE


RATHE Construction Co 319-977-3145
COMPANY NAME TELEPHONE NO.

305 44th St Marion IA 52302
COMPANY ADDRESS

Jon Rathe 12-17-15
SIGNATURE DATE

KEEP A COPY OF THIS SIGNED CERTIFICATION WITH THE STORM WATER POLLUTION PREVENTION PLAN.

COUNTRY CLUB ESTATES - City of Marion Quarterly SWPPP inspection

Project	2015 4th Quarter
Created	2015-11-19 15:33:51 UTC by Steve Cooper
Updated	2015-11-30 16:34:46 UTC by Steve Cooper
Location	42.0637707040106, -91.609246535312
Status	 Complete
Project Name	COUNTRY CLUB ESTATES - City of Marion Quarterly SWPPP inspection
IDNR Permit #	5306-5141
Inspection Date	2015-11-19
Inspection Time	09:25
Inspector Name	Steve Cooper, Stormwater Coordinator
Temperature	35
Weather Conditions	Clear
Are all slopes adequately stabilized?	No
Are silt fence runs shorter than 200 feet?	Yes
Is silt fence post spacing acceptable?	Yes
Is silt fence intact and less than 50% full?	Yes
Are sediment basins in good working order and maintained?	No
Are concrete washouts in good working order and maintained?	No
Are trash, debris, and hazardous materials properly contained?	No
Are streets clear of mud, siltation, vehicle tracking, etc.?	No
21/14 rule - Are areas not disturbed for 21 days stabilized?	No
Is the SWPPP site map current?	Yes
Have contractor inspections been completed every 7 calendar days?	Yes
Where are SWPPP documents located?	With permit holder
Comments and Observations:	<p>Concrete Washouts:</p> <ul style="list-style-type: none">- Dried and hardened concrete pieces must be completely removed from (see photos below) and properly disposed of. <p>Erosion and Sediment Control:</p> <ul style="list-style-type: none">- Stabilized construction entrances must be established and maintained on each individual building site.- Sediment in the streets (see photos below) must be cleaned up immediately, and off-site vehicle tracking of sediments must be minimized at all times.- Any grading, swales, and/or easements designated for stormwater conveyance and drainage must be maintained during construction activities on the site. Final grading prior to seeding, sodding, or final stabilization must be as specified on the approved engineering plans.
Deficiencies Found and Additions Required:	The site generally looks good. A few areas throughout the site need to be cleaned up. see the photos below.
Contractor Notification (Name, Notification Date, and Time of Notification):	Notified via email at 10:30 AM on 11/30/15: TODD FRAZIER tfrazierhomes@yahoo.com

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Inspector's Signature

STEVE LOOPER

Signed 2015-11-19 15:33:50 UTC

Photos







Pratt, David

From: Jed Schnoor <JSchnoor@s-b-engineering.com>
Sent: Thursday, December 10, 2015 8:27 AM
To: Pratt, David
Subject: RE: Country Club Estates
Attachments: 0597_001.pdf

The two arrows refer to the storm water basins that the city and previous developer installed for the site and Lowe Park. I attached part of the calcs for your reference.

From: Pratt, David [mailto:Pratt.David@epa.gov]
Sent: Wednesday, December 09, 2015 8:07 PM
To: Jed Schnoor <JSchnoor@s-b-engineering.com>
Subject: RE: Country Club Estates

Mr. Schnoor,

I don't quite understand the area you reference for the northwest corner (upper left in the picture). The arrow splits to two points, but I did not observe a detention basin for that area where the arrows point. The small basin we observed for that area was located on the far west side of the north row of homes (can be seen in the aerial photo) and was much smaller than the other basins we observed. Is the area you're referencing considered a detention basin in the site plans?

David Pratt
U.S. Environmental Protection Agency
913-551-7552

From: Jed Schnoor [mailto:JSchnoor@s-b-engineering.com]
Sent: Wednesday, December 09, 2015 3:12 PM
To: Pratt, David <Pratt.David@epa.gov>
Subject: Country Club Estates

Mr. Pratt,

Sorry for the delay getting you these numbers, it took the city a little while to get me the basin storage volumes that were done by a previous engineering firm. I attached a map showing the basins, storage volume and the amount of land Todd Frazier is developing that drains to each basin. Let me know if you have any questions.

Sincerely,

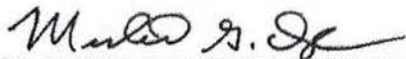
Jed Schnoor, PE
Professional Engineer

Schnoor-Bonifazi Engineering & Surveying
431 5th Avenue SW
Cedar Rapids, IA 52404
Phone: 319-298-8888

Drainage Calculations
for
Lowe Park and Country Club Estates Addition

Page 1 of 55
Project No: D00303.40

I hereby certify that this plan, specification, or report was prepared by me or under my direct personal supervision, and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.



Michael G. Dryden P.E.
Iowa License No. 11440
My license renews 12/31/2006

4-5-05

Date:

Ament, Inc.
5825 Dry Creek Lane NE
Cedar Rapids, Iowa 52402





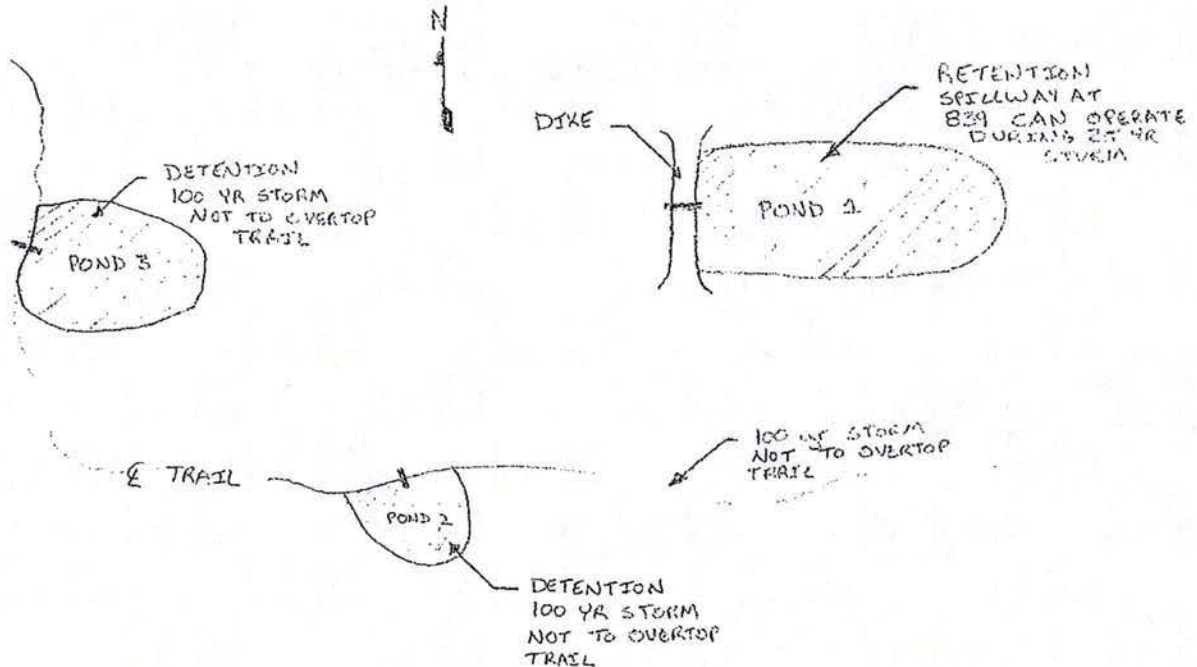
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JOB D00302.40
SHEET NO. 2 OF 55
CALCULATED BY A. H. H. DATE 3/1/07
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SCALE _____

POND LOCATIONS



SUMMARY

• AREA 1

AREA = 140 ACRES
 Q_5 DEV = 71 cfs
 Q_{10} DEV = 97 cfs
 Q_{25} DEV = 134 cfs
 Q_{50} DEV = 164 cfs
 Q_{100} DEV = 206 cfs



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JOB D00303.40
SHEET NO. 3 OF 55
CALCULATED BY [Signature] DATE 3/1/04
CHECKED BY _____ DATE _____
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• AREA 2

AREA = 32 ACRES

Q_5 DEV = 28 cfs

Q_{10} DEV = 36 cfs

Q_{25} DEV = 47 cfs

Q_{50} DEV = 56 cfs

Q_{100} DEV = 68 cfs

• AREA 3

AREA = 19 ACRES

Q_5 DEV = 8 cfs

Q_{10} DEV = 12 cfs

Q_{25} DEV = 18 cfs

Q_{50} DEV = 22 cfs

Q_{100} DEV = 29 cfs

• POND 1

-DESCRIPTION - POND 1 IS TO BE A RETENTION POND WITH A NORMAL WSEL OF 834. THE TOP OF THE DIKE WILL BE AT ELEV 840 WITH A TRAPEZOIDAL SPILLWAY LOCATED TO THE NORTH EDGE OF THE DIKE AT ELEV. 839. THE SPILLWAY WAS DESIGNED SO IT WILL NOT OPERATE UNTIL THE 25-YR STORM EVENT PER THE MEMO FROM DARIN ANDRESEN DATED 2/23/04. THE BOTTOM OF THE POND IS AT ELEV. 827. THE WIDTH OF THE SPILLWAY SHALL BE 40 FT, THE OUTLET PIPE SHALL BE A 42" R.C.P. @ 1% SLOPE



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SHEET NO. 4

OF 55

CALCULATED BY AKH

DATE 3/1/04

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(POND 1 CONTINUED)

	<u>INFLOW PEAK</u>	<u>OUTFLOW PEAK</u>	<u>POND WSEL</u>	<u>STORAGE VOLUME</u>
Q ₅	71 cfs	42 cfs	827.29	6.42 AC-FT
Q ₁₀	97 cfs	59 cfs	838.06	7.32 AC-FT
Q ₂₅	134 cfs	80 cfs	839.02	8.77 AC-FT
Q ₅₀	164 cfs	119 cfs	839.42	9.51 AC-FT
Q ₁₀₀	206 cfs	171 cfs	839.76	10.20 AC-FT

• POND 2

DESCRIPTION - POND 2 IS TO BE A SMALL DETENTION BASIN INTERCEPTING RUNOFF FROM PART OF THE COUNTRY CLUB ESTATES SUBDIVISION. THE DIKE CREATING THE BASIN IS THE PROPOSED RECREATIONAL TRAIL THROUGH LOWE PARK WHICH IS NOT TO BE OVERTOPPED DURING THE 100-YR STORM EVENT. THE OUTLET PIPES SHALL BE TRIPLE - 24" R.C.P.'s @ 2% SLOPE.

	<u>INFLOW PEAK</u>	<u>OUTFLOW PEAK</u>	<u>POND WSEL</u>	<u>STORAGE VOLUME</u>
Q ₅	28 cfs	26 cfs	836.69	0.15 AC-FT
Q ₁₀	36 cfs	34 cfs	836.95	0.22 AC-FT
Q ₂₅	47 cfs	43 cfs	837.29	0.36 AC-FT
Q ₅₀	56 cfs	50 cfs	837.53	0.48 AC-FT
Q ₁₀₀	68 cfs	59 cfs	837.87	0.68 AC-FT



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JOB D00307.40

SHEET NO. 5 OF 55

CALCULATED BY N. J. [Signature] DATE 3/1/04

CHECKED BY _____ DATE _____

SCALE _____

• POND 3

- DESCRIPTION - POND 3 IS TO BE A DETENTION BASIN RECEIVING FLOW FROM THE POND 1 OUTFALL, THE POND 2 OUTFALL, AND FROM RUNOFF FROM AREAS ADJACENT TO THE POND. THE DIKE CREATING THE BASIN IS THE PROPOSED RECREATIONAL TRAIL THROUGH LOWE PARK WHICH IS NOT TO BE OVERTOPPED DURING THE MAJOR STORM EVENT. THE OUTLET PIPES SHALL BE TWIN 48" R.C.P.'s @ 1% SLOPE.

	<u>INFLOW PEAK</u>	<u>OUTFLOW PEAK</u>	<u>POND WSEL</u>	<u>STORAGE VOLUME</u>
Q ₅	61 cfs	57 cfs	828.46	0.99 AC-FT
Q ₁₀	87 cfs	78 cfs	828.94	1.53 AC-FT
Q ₂₅	120 cfs	106 cfs	829.51	2.33 AC-FT
Q ₅₀	165 cfs	137 cfs	830.11	3.40 AC-FT
Q ₁₀₀	236 cfs	180 cfs	830.89	5.21 AC-FT

• PRE DEVELOPED CONDITION STORMWATER DISCHARGE AT OUTLET OF POND 3

- DRAINAGE AREA = 191 ACRES
- WATERSHED SLOPE:
HYDRAULIC LENGTH = 4900 FT
Δ ELEV. = 873 - 826 = 47 FT
AVG. WATERSHED SLOPE = 0.00959 FT/FT
- TIME OF CONCENTRATION = 0.9323 hrs
- LAND USE: STRAIGHT ROW CROPS WITH CROP RESIDUE, GOOD CONDITION, HYDROLOGIC SOIL C GROUP B CN = 75

$$\begin{aligned}
 Q_5 &= 169 \text{ cfs} \\
 Q_{10} &= 215 \text{ cfs} \\
 Q_{25} &= 278 \text{ cfs} \\
 Q_{50} &= 326 \text{ cfs} \\
 Q_{100} &= 394 \text{ cfs}
 \end{aligned}$$



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JOB D00303.10
SHEET NO. 6 OF 55
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* DRAINAGE AREAS

$$\begin{aligned} \text{AREA 1 : } & \frac{1}{2} (1000 \text{ ft}) (400 \text{ ft}) + \frac{(1650 \text{ ft}) (2725 \text{ ft})}{2} - \frac{1}{2} (550 \text{ ft}) (300 \text{ ft}) \\ & + \left(\frac{(400 \text{ ft} + 1650 \text{ ft})}{2} \right) (500 \text{ ft}) + \left(\frac{(1000 \text{ ft} + 2300 \text{ ft})}{2} \right) (325 \text{ ft}) \\ & + \frac{1}{2} (1600 \text{ ft}) (150 \text{ ft}) = 5907500 \text{ ft}^2 = 135.6 \text{ ACRES} \\ & \text{SAY } \underline{140 \text{ ACRES}} \end{aligned}$$

AREA 2 : 32 ACRES FROM DRAINAGE REPORT FOR JERRY'S HOME'S
GILL PROPERTY BY MICHAEL G. DRYDEN
11/6/01

$$\begin{aligned} \text{AREA 3 : } & (950 \text{ ft}) (700 \text{ ft}) + \frac{1}{2} (500 \text{ ft}) (250 \text{ ft}) + \frac{1}{2} (800 \text{ ft}) (200 \text{ ft}) \\ & = 807500 \text{ ft}^2 = 18.5 \text{ ACRES} \\ & \text{SAY } \underline{19.0 \text{ ACRES}} \end{aligned}$$

* SOIL GROUPS

41	Sparta Loamy Fine Sand	-	A
761	Franklin Silt Loam	-	B
373	Sparta Loamy Fine Sand	-	A
409	Dickinson Fine Sandy Loam	-	B
471	Oran Loam	-	B
84	Clyde Silty Clay Loam	-	B/D

USE HYDROLOGIC GROUP B.



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JOB D00303.40
SHEET NO. 7 OF 55
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• WATERSHED SLOPE

AREA 1:

HYDROLOGIC LENGTH = 3750 FT

Δ ELEV. = 873 - 834 = 39 FT

AVERAGE WATERSHED SLOPE = $\frac{39 \text{ FT}}{3750 \text{ FT}} = \underline{0.0104 \text{ FT/FT}}$

AREA 2: (FROM DRAINAGE REPORT FOR JERRY'S HOMES GOLF PROPERTY BY MICHAEL G. BETHEN)

HYDROLOGIC LENGTH = 1810 FT

Δ ELEV. = 24.1 FT

AVERAGE WATERSHED SLOPE = $\frac{24.1 \text{ FT}}{1810 \text{ FT}} = \underline{0.0133 \text{ FT/FT}}$

AREA 3:

HYDROLOGIC LENGTH = 1125 FT

Δ ELEV. = 854 - 826 = 28 FT

AVERAGE WATERSHED SLOPE = $\frac{28 \text{ FT}}{1125 \text{ FT}} = \underline{0.0196 \text{ FT/FT}}$

• LAND USE

AREA 1:

	AREA	CN	AREA * CN
PARK AREA IS LAWN IN GOOD CONDITION	75 AC	61	4575
REMAINDER IS 1/3 ACRE SINGLE FAMILY RES.	65 AC	72	4680

TOTAL = 9255

COMPOSITE CN = $\frac{9255}{140} = 66.1$

SAY 66

AREA 2:

1/3 ACRE SINGLE FAMILY RESIDENTIAL CN = 72

AREA 3:

PARK IS LAWN IN GOOD CONDITION CN = 61



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ROUTING

- POND 1 OUTFLOW HYDROGRAPH ROUTED TO POND 2 OUTLET USING MUSKINGUM METHOD

- LENGTH OF ROUTE = 1100 FT
- ASSUMED VELOCITY = 5 ft/sec
- TRAVEL TIME = $\left[\frac{1100 \text{ FT}}{5 \text{ FT/sec}} \right] \left(\frac{1 \text{ hr}}{3600 \text{ sec}} \right) = 0.0611 \text{ hrs}$
- $K = 0.0611 \text{ hrs}$
- $X = 0.25$

- POND 2 OUTFLOW HYDROGRAPH ROUTED TO POND 3 OUTLET USING MUSKINGUM METHOD

- LENGTH OF ROUTE = 825 FT
- ASSUMED VELOCITY = 5 FT/SEC
- TRAVEL TIME = $\left[\frac{(825 \text{ FT})}{5 \text{ FT/sec}} \right] \left[\frac{1 \text{ hr}}{3600 \text{ sec}} \right] = 0.0458 \text{ hrs}$
- $K = 0.0458 \text{ hrs}$
- $X = 0.25$



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POND ELEVATION - AREA TABLES

• POND 1 - (FROM 2/23/04 MEMO FROM DARRIN ANDRESEN)

<u>ELEV.</u>	<u>AREA</u>
827.0	0.2687 AC
829.5	0.4239 AC
832.0	0.6003 AC
834.5	0.7959 AC
837.0	1.0103 AC
838.0	1.2439 AC
840.0	2.3062 AC

• POND 2

<u>ELEV.</u>	<u>AREA</u>
835.0	0 AC
836.0	0.09008 AC
837.0	0.35964 AC
838.0	0.72461 AC

• POND 3

<u>ELEV.</u>	<u>AREA</u>
826.0	0.0 AC
827.0	0.2627 AC
830.0	0.7781 AC
834.0	1.2743 AC
850.0	1.9089 AC
871.0	2.7822 AC

Total = 3.50681 AC-ft
= 152,756 ft³

Drainage Area = 23 Acres

Storage = 152,756

Storage = 58,777 ft³

Drainage Area = 13 Acres



Storage = 112,275 ft³

Drainage Area = 7 acres

Storage = 336,772 ft³

Drainage Area = 3 acres